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THE GENERAL impression of Parliamentary counsel appears to be that fewer Bills than usual will be promoted this session. The dearness of money is one of the principal reasons for this scarcity of business. It is said, too, that the Local Government Board have in many cases refused to give their official sanction to the raising of loans by local authorities, and that this refusal has acted as a serious check upon various undertakings. A period of retrenchment will, of course, lead in many cases to a diminution of profits, but the alarming growth of imperial and municipal debt can only be lessened by vigorous measures.

THE *Times* announces in a leading article that the Bar Council have adopted a resolution hostile to the proposed School of Law. We are not in possession of the terms of that resolution, and are unable to say with certainty whether objection is taken on the ground that the proposals of the Attorney-General are not wide enough or that they are too wide. The *Times* gives no clue, but suggests a misapprehension. Whatever the reasons may have been, we understand that the resolution was only carried against strong opposition: and a small majority of the Bar Council will not carry much weight against the wishes of the Attorney-General, the Inns of Court, and the Incorporated Law Society, unless it is supported by very weighty reasons put forth in a responsible manner. We await further enlightenment on this point, having, we fear, good grounds for believing that the majority of the Bar Council has taken up a position in opposition to legitimate development which will hardly improve its reputation. Meanwhile we heartily sympathize with the *Times* in its opposition to any project for wasting the available money on needless buildings, especially if removed to any distance from the legal centre of London. It has even been hinted that South Kensington—that bottomless pit of swallowed resources—might be selected. *Absit omen!*

In the case of *Fineberg* v. *Adler*, tried before Mr. Justice BIGHAM at the Liverpool Assizes, the plaintiffs, who were

foreign Jews, brought an action for libel against the Chief Rabbi. The alleged libel arose out of a dispute as to the extent to which the Chief Rabbi had control over all matters connected with the killing of Jewish meat, and whether anyone was entitled to kill without a certificate from the Rabbi. The learned judge expressed his regret that the question should have to be decided in a court of law, though it was undoubtedly of great importance to the Jewish community. But the English courts have on several occasions been called upon to ascertain and interpret the laws and usages of the Jewish race. In *Ruding* v. *Smith* (2 Hagg. Consist. 385) it is said by Lord STOWELL: "If a rule of the Jewish matrimonial law be that the fact of a witness to the marriage having eaten prohibited viands or profaned the Sabbath day would vitiate that marriage itself, an English court would give it that effect, when duly proved, though a total stranger to any such effect upon an English marriage generally." The same learned judge in *Lindo* v. *Belisario* (1 Hagg. Consist. 16) and *Goldsmid* v. *Bromes* (1 Hagg. Consist. 324) entered into a long and elaborate examination of evidence as to the Jewish matrimonial law in questions as to the validity of marriages. And it must also be observed that in the Judicial Committee of the Privy Council, in cases governed by Indian law, questions of much greater difficulty are raised and decided.

IT IS laid down in Hale's Pleas of the Crown that though the owner of an animal have no particular notice that it did any such thing before, "yet if it be a beast that is *feræ naturæ*, as a lion, a bear, a wolf—yea, an ape or a monkey—if he get loose and do harm to any person, the owner is liable to an action for the damage." An action was recently brought in the Brighton County Court founded upon this statement of the law. It appeared that the plaintiff, a lady, having gone upstairs to a bedroom in her house, was so terrified by a monkey which jumped off the bed that she slipped down several stairs and sustained a severe shock. This monkey had escaped from the yacht of the defendant. The jury found a verdict for the plaintiff with £14 17s. 6d. damages. The question seems to be whether the monkey can be considered to have "done harm" to the plaintiff within the meaning of the law? If the animal so suddenly and unexpectedly discovered had been a strange dog of no specially vicious disposition, it is quite possible that the plaintiff—or at any rate many other ladies—would have rushed out of the room and sustained similar injury. But so many persons would have been alarmed at the sight of the monkey that it may be said that the act of the plaintiff in hurrying out of the room was the natural and reasonable consequence of the apparition. We are not aware of any like case having arisen in the English courts, but we have some recollection of a similar action in the United States.

THE LORD CHANCELLOR has re-introduced his Prevention of Corruption Bill which passed the House of Lords last year, but did not, we believe, make any progress in the Lower House. This Bill, it will be remembered, has taken the place of the Bill which was originally introduced by Lord RUSSELL of KILLOWEN, and was then taken up by Lord ALVERSTONE. It was perhaps a defect of that Bill that it aimed at following out all the intricacies of secret commissions, and that it defined in much detail the various cases in which the acceptance of a commission was to be deemed to be corrupt. Lord HALSBURY'S Bill, when first introduced three years ago, aimed at generality rather than detail, and, though it has undergone some modifications, it still retains the same character. "If," so runs the principal clause, "any agent corruptly [*and without the knowledge of his principal*] accepts or obtains, or agrees to accept or attempts to obtain, from any person for himself or any other person, any gift or consideration as an inducement or reward for doing or forbearing to do, or for having after the passing of this Act done or forborne to do, any act in relation to his principal's affairs or business, or for shewing or forbearing to shew favour or disfavour to any person in relation to his principal's affairs or business," he shall be guilty of a misdemeanour. There are similar clauses covering the cases of corruptly giving or offering commissions, and of giving or using false or erroneous receipts or other documents. The words "and without the knowledge of his principal," occurred in the original Bill, but were struck out last year in the House of Lords, and are not in the present Bill. Although apparently superfluous, it is not clear that they can be safely omitted. The present Bill omits two clauses in the former Bill, one which excluded evidence of the usage of a particular trade as to commissions, and another which, where the fact of receipt of commission without the consent of the principal was shewn, threw upon the accused the burden of shewing that the receipt was not corrupt. As to these reference may be made to the circular issued last year by the Cardiff Law Society (47 SOLICITORS' JOURNAL, 519) in which their exclusion was strongly urged.

A BILL, which it is much to be hoped will pass, has been introduced by Mr. KIMBER. It is entitled the Married Women's Property Act (1882) Amendment Bill, and is aimed at removing the highly inconvenient results of the decision of NORTH, J., in *Re Harkness and Allsopp's Contract* (44 W. R. 683; 1896, 2 Ch. 358). In that case it was held that a conveyance by a married woman trustee was not governed by the Act of 1882, and was not effectual unless the husband concurred, and unless it was acknowledged. The Act, by section 18, recognizes transfers by a married woman trustee of personal property, and hence impliedly excludes her power to convey real estate; and, moreover, the principal clauses appear to be restricted to property in which the married woman is beneficially interested. This decision occurred eight years ago, and at the time we called attention to the difficulties which it created, and suggested that the Legislature should intervene. Experience has fully justified our forecast as to the difficulties, but the legislative relief—even if it is now to be relied upon—has been tardy. The question of conveyances of this nature is continually recurring in the examination of abstracts, and much expense and trouble is caused over a requirement which, though purely technical in its nature, cannot be overlooked. The decision of KEKEWICH, J., in *Re Brooke and Fremlin's Contract* (46 W. R. 442; 1898, 1 Ch. 650) prevented the difficulty from arising in the case of a married woman mortgagee who is entitled to the mortgage as her separate property. She is in no sense a trustee for the mortgagor until she is paid off, and then she is a bare trustee and can convey as a *feme sole* under the Trustee Act, 1893, s. 16, So, too, she can transfer the mortgage as a *feme sole*: *Re West and Hardy's Contract* (1904, 1 Ch. 145). But the case of a married woman trustee who holds a mortgage as part of the trust property is intermediate and is still one of the puzzles of conveyancing. A reconveyance to the mortgagor on payment can be made by her as a *feme sole* (*Re Howgate and Osborn's Contract*, 1902, 1 Ch. 450), for the legal estate is not subject to the settlement trusts, and she becomes a bare trustee for the mortgagor; but if she sold under the power of sale or after foreclosure the result would probably be different. Mr. KIMBER'S Bill proposes to sweep away all these subtleties by enacting that a married woman trustee shall be, and shall, as from the 31st of December, 1882, be deemed to have been, capable of disposing of any of the trust property, real or personal, without her husband, as if she were a *feme sole*. Every effort should be made to get the Bill passed into law, and we suggest that solicitors should urge its importance upon Members of Parliament in their districts.

THE CASE of *Taddy & Co.* v. *Sterious* (1894, 1 Ch. 354) was another attempt to escape from the general rule that a contract cannot be annexed to goods so as to follow the property in the goods either at common law or in equity. The case arose out of the recent combination among the manufacturers of tobacco. The plaintiffs, as manufacturers, wished to prevent retail dealers from selling their packet tobaccos under a fixed minimum price. For this purpose they printed upon all their invoices, price lists, and catalogues relating to their goods a statement that packet tobaccos and cigarettes were sold by TADDY & Co. upon the express condition that retail dealers should not sell the packet tobaccos or cigarettes below the prices specified, and that "acceptance of the goods will be deemed a contract between the purchaser and TADDY & Co. that he will observe these stipulations. In the case of a purchase by a retail dealer through a wholesale dealer the latter shall be deemed to be the agent of TADDY & Co." The plaintiffs sold Myrtle Grove tobacco under these conditions to the defendant NETTEN, a wholesale dealer, and he re-sold it to the defendants STERIOUS &

Co., a firm of retail tobacconists. They sold the tobacco to the public at a price below the stipulated minimum, and refused to desist from doing so when requested by the plaintiffs. The action was thereupon brought for a declaration that they were not entitled to sell except at such prices as were specified in the catalogues, price lists, &c. The defendant NETTEN was, by consent, dismissed from the suit, which was continued against STERIOUS & Co., who admitted that they had full knowledge of the terms and conditions which the plaintiffs sought to enforce. One argument for the plaintiffs was that the retailer who bought with a knowledge of these conditions must be taken to have entered into a contract with the wholesale dealer as the plaintiffs' agent, which the plaintiffs were entitled to enforce. The learned judge [SWINFEN EADY, J.] declined to adopt this view, saying that, with regard to the contention that the defendants, having notice of the conditions, could be restrained from selling except in accordance with these conditions, there was the short answer that conditions of this kind do not run with goods and cannot be imposed upon them. With regard to the point that the defendants had been guilty of a breach of contract, it must be remembered that there was an out-and-out sale of the tobacco by the plaintiffs to the wholesale dealers. These wholesale dealers were not the plaintiffs' agents to resell the tobacco; they bought it out and out and resold it for their own profit. The mere insertion in the condition of the words that the dealer was to be deemed to be an agent could not make him one. We think that this judgment will be generally regarded as a useful exposition of the law.

IN SPITE of the result of the *Whitaker Wright case*, and of the tragic circumstances which have prevented any appeal, many lawyers hold the opinion that an appeal might have succeeded. The question would have been, did he intend to "deceive or defraud" within the meaning of the Larceny Act? What he did was not, apparently, intended to put money into his own pocket, or to deceive the shareholders or creditors to their hurt; on the contrary, he was straining every nerve to save the company from ruin; and the false statements which he was convicted of publishing were published in order, if possible, to save the shareholders and creditors from loss. It is not, however, the intention of the Government to give any other persons in WHITAKER WRIGHT'S position the chance of escaping on such grounds, for a Bill has been introduced into Parliament which will make such questions of little consequence from the time it becomes law. The False Statements (Companies) Bill provides that, if any person, being a director, manager, secretary, or other officer of any company, or being the auditor of a company, whether an officer or not, wilfully circulates, publishes, or makes or prepares for circulation and publication, or concurs in so circulating, publishing, making, or preparing any written statement or account relating to the financial affairs or property of the company which he knows to be false in any material particular, he shall be guilty of a misdemeanour and punishable with imprisonment to the extent of two years, or a fine not exceeding £500. This is very sweeping and should be very far-reaching. There is no need to prove any intent to deceive or defraud; it is quite sufficient to prove that the statement was known to be false, and that it related to the property or financial affairs of the company, and that it was material. From facts which have been proved in numbers of cases in recent years, we may well wonder how many persons might have been committed under such a law if it had been in force. The proposed change in the law must do good. For their own sakes officers of companies will now have to be extremely cautious; the risk run in making false statements will be very serious indeed. It is very important, too, that auditors should be brought within the same principle. Let the public avoid every company whose affairs are not audited by a respectable firm of accountants. Such a firm in the future cannot afford to make mistakes; for even an unsuccessful prosecution might ruin their business for ever. Proceedings will be wonderfully simplified. It is not always easy to prove knowledge; but it is infinitely more easy to prove knowledge than to prove intent, and in the future this difficult task need not be undertaken.

GREAT THINGS were expected from the Musical (Summary Proceedings) Copyright Act, 1902, but those who expected them were grievously disappointed. A Bill has, therefore, been introduced in Parliament to amend this defective Act, and in the annexed memorandum we read that from the Act "a serious increase in the repertoire and number of pirated copies of music printed and offered for sale has resulted." This is really a very astonishing statement! An Act is passed to put down an evil, and the result of the Act is to greatly increase that evil. The Act gave power to constables to seize pirated copies of music, and gave power to the magistrates to order copies seized to be destroyed. No power was given to arrest, and no power was given to issue a search warrant; and the High Court held, in *Ex parte Francis* (1903, 1 K. B. 275), that a magistrate has no power to make an order for the destruction of copies seized unless the person from whom they have been seized has, by means of a summons, been notified of the intention to apply for such an order. For these reasons the Act has been found in practice to be more than useless. Pirated music is printed with impunity; and even if the police know where it is being printed, they cannot enter and search. The copies are sold in the streets by men of the vagrant class. If their stock is seized, they merely leave the neighbourhood, move to another street, and go on with a fresh stock, the profits being large enough to cover the loss. Even the copies seized cannot be legally destroyed unless the offender is summonsed; but this it is usually impossible to do, for his name and address are unknown, and he is under no obligation to give them if asked. The proposed amendment in the law will no doubt alter all this. Power of arrest without warrant is given to constables in respect of persons printing, selling, offering for sale, or importing pirated music, provided that the name and address of any such person is not known or reasonably ascertainable. This power is to be exercised on the request in writing of the owner of the copyright or his agent, and is to be exercised at the risk of the person making the request. It is also provided that where a court of summary jurisdiction is satisfied, by sworn information, that there are reasonable grounds for believing that pirated music, or plates for its production, are to be found on any premises, a warrant may be issued to search for and seize such music or plates. All music and plates seized may be ordered to be destroyed without a summons being issued, where the person from whom the seizure was made cannot be found. The destruction, however, is not to take place for twenty-eight days from the making of the order, in which time any person claiming to be the owner of the property seized is given the opportunity of establishing his claim before the court and getting the order rescinded. The final touch is given by the provision that a fine of 20s. for each copy of pirated music, and £10 for each plate, may be inflicted, and that, in lieu of a fine, a month's imprisonment may be imposed at the discretion of the court. The piracy of music will now probably be suppressed.

THE CASE of *Bagg* v. *Colquhoun*, which came before the Divisional Court on the 5th of February, settled an important point in the practice of justices in petty and special sessions. In the case of *Kinnis* v. *Graves* (46 W. R. 480), which was an information under the Public Health (Buildings in Streets) Act, 1888, the bench, being equally divided, dismissed the information, and it was held that this proceeding was quite regular, and that the justices were not bound to adjourn; but WILLS, J., expressed a strong opinion that the magistrates might, and ought, to have adjourned in order that the court might be reconstituted so as to obtain an effective decision. In *Bagg* v. *Colquhoun* the information, which was under the Licensing Acts, was heard before two justices, who, after hearing the evidence, retired to consider their decision. On their return into court, they announced that they were divided in opinion, and adjourned the information to a future day, when it was reheard before five justices, including the two who had previously heard it, and the defendant was convicted. It was held by the Divisional Court that the announcement of the justices at the original hearing that they were divided in opinion did not amount to a dismissal of the information so as to deprive them of their power of adjournment under section 16 of the Summary Juris-

diction Act, 1848, and that the power of adjournment was exercised "during such hearing" within the meaning of the section. The Chief Justice declined to lay down any rule as to when the hearing must be taken to be concluded so that the justices had no power to adjourn, but said that it might be at the time when the order was drawn up. The result of this decision is to make the practice of sessions in this respect more in accordance with that in the High Court.

An article in the last number of the *Cornhill Magazine* by his Honour Judge Parry, entitled "A Day of My Life in the County Court," will be read with interest by any one who has sat as a deputy-judge or who has practised in a county court. Mr. Parry has an easy and attractive style, and his observations are marked by good nature and shrewdness. He observes that in Manchester the litigants in the more important cases "seldom desire a jury, having perhaps the idea that a common judge is as good a tribunal as a common jury. A special judge wants a common jury to find out the everyday facts of the case for him. I could never see why juries are divided into two classes, special and common, and judges are not. It is a fruitful idea for the legal reformer to follow out." We can scarcely accept the proposition that our common law judges are not divided into classes. We have the Commercial Court, which is not manned from the bench at large, and we have little doubt that there is some process of selection in appointing the judges for the trial of the more important cases. Mr. Parry has much to say about judgment summonses and orders for the imprisonment of debtors. Where such an order is made, he says that the debtor generally manages to pay by hook or by crook rather than go to gaol. Of course the money is often borrowed, of or paid by, friends, which is an evil of the system. Without imprisonment for debt there would be little credit given except to persons of good character, and good character would be an asset. Indiscriminate credit turns upon imprisonment for debt. With the learned judge's remarks upon the character of the business in county courts every one must cordially agree. "Ninety-nine per cent. of the cases are like recurring decimals. They have happened and will happen again." The life of a county court judge he considers "a dull, grey life, but it has its brighter moments in the probabilities of usefulness to others."

A Surface Owner's Right of Support.

In cases where the proprietary interests in the surface of lands and the subjacent minerals have become separated, one of the most important questions which arises in practice is whether the mineral owner is entitled in the course of his working to cause a subsidence of the surface, either with or without payment of compensation, as the case may be. The principle is now perfectly well established that the surface owner has a *primâ facie* right of support for the land with the buildings on it at the time of separation, and though this is a right of which he may be deprived by the documents which constitute his title, yet it is for the mineral owner to shew that the documents clearly have such an effect. But this result has not been arrived at without a great deal of litigation, which may be said to extend for practical purposes from the decision of the Queen's Bench in *Harris* v. *Ryding* (5 M. & W. 60) to that of the House of Lords in *New Sharleston Collieries Co.* v. *Earl of Westmoreland* (82 L. T. 725).

The separation of the interests in the surface and the minerals occurs, as a rule, in the following three cases: (1) where the landowner makes a grant of land with a reservation or exception of the minerals; (2) where upon the inclosure of waste lands of a manor the minerals are left in the lord of the manor and the surface is allotted to the tenants; and (3) where the landowner makes a grant of the minerals without the surface, the most usual instance of this being the grant of a mining lease. But in whichever of these modes the separation arose the surface owner has the same *primâ facie* right to support. In *Harris* v. *Ryding* (*supra*) a conveyance of land was made with an exception and reservation to the grantor of mines and minerals, and of liberty to enter and dig and carry away, and to sink shafts, making a fair compensation for damage to be done to the surface, and the pasture and crops growing thereon. It was held that the grantor was entitled under the reservation only to so much of the minerals as was consistent with the enjoyment of the surface. Hence he was bound so to work the minerals as not to interfere with the support of the surface. The circumstances and the result were similar in *Smart* v. *Morton* (5 E. & B. 30), save that the provision for compensation was of a peculiar nature. A grant of land and buildings was made with an exception of mines and coal and the right to work, the grantor paying treble damages for loss by working. "*Primâ facie*," said Lord Campbell, C.J., "the owner of the surface is entitled to support from the subjacent *strata*; and if the owner of the minerals works them it is his duty to leave sufficient support for the surface in its natural state." The mere separation of the surface and the mines, and the giving of powers to work, were consistent with the exercise of the powers being subject to the implied right of the owner of the surface to support from the minerals; and the provision for compensation, notwithstanding its special form, did not alter this result: see, too, *Proud* v. *Bates* (34 L. J. Ch. 406). Even where the minerals reserved are of such a nature that they cannot be got except by surface working—as freestone (*Bell* v. *Wilson*, 1 Ch. 303) or china clay (*Hext* v. *Gill*, 7 Ch. 699)—yet the mineral owner still requires specific power to interfere with the surface.

Where there is no evidence as to how the occupation of the surface and mines became separated, the conclusion is easy that the mine owner must leave sufficient support for the surface. The surface owner is entitled to support of common right and there is nothing to deprive him of the advantage: *Humphries* v. *Brogden* (1850, 12 Q. B. 739). What is the nature of the right to support, and how far it is correct to describe it as an easement, has been the subject of controversy. In *Rowbotham* v. *Wilson* (8 H. L. C. 348) Lord Wensleydale suggested, in accordance with the view expressed in *Bonomi* v. *Backhouse* (E. B. & E. 622, p. 646), that it was not an easement, but the right of the surface owner to enjoy his own land in its natural state and condition, with a right of action against the mine owner when the latter did him an injury. But this applies only to the land without buildings. Where there are buildings existing when the severance of the surface and the minerals takes place, and when additional buildings are erected, the right of support is an easement which must be acquired by grant, express or implied, or under the Prescription Act, 1833 (*Dalton* v. *Angus*, 6 App. Cas. 740, per Lord Selborne, C., pp. 791, 792); though existing buildings will be impliedly included in the right of support for the surface: see *Elliott* v. *North-Eastern Railway Co.* (10 H. L. C. 333), *Caledonian Railway Co.* v. *Sprot* (2 Macq. 449).

Where the separation takes place in the second or third of the modes above-mentioned—that is, where it is the result of an inclosure award, or where the landowner has made a direct grant of the mines without the surface, the *primâ facie* result is the same. In the case of an inclosure the mere reservation of mines to the lord of the manor, though expressed to be in as full a manner as he could have enjoyed the same if the inclosure had not been made, does not deprive the allottee of the surface of the right to support which he takes as surface owner (*Love* v. *Bell*, 9 App. Cas. 286); and though there is in the Inclosure Act a prohibition of working within a specified perpendicular distance beneath buildings on the surface, this does not authorize the mine owner to work beyond that distance if the effect is to injure the buildings (*Haines* v. *Roberts*, 1857, 7 E. & B. 625). So, too, in the case where the landowner makes a direct grant of the minerals without the surface, there is no presumption that he gives up the right to support. The inference is that he makes the grant in such a manner as is consistent with the retention by himself of his own right of support: *Dugdale* v. *Robertson* (3 K. & J. 695, p. 700). Thus where the mines were granted with full power to work and win the same and to sink pits, compensating the grantor against loss due to these operations, it was held that the grantor as surface owner retained his common law right of support: *Dixon* v. *White* (8 App. Cas. 833).

In the above cases the right of support was affirmed. It was the surface owner's *primâ facie* right, and there was nothing in the origin of the severance of surface and minerals—whether it

occurred by a reservation out of a grant, or under an Inclosure Act or award, or by direct grant of the mines without the surface—to deprive the surface owner of his *primâ facie* right. But it is now settled that in all these cases such an effect may follow from the wording of the documents under which the titles of the respective parties are derived. At one time it was considered that a grantor of land with a reservation of the minerals could not take the reservation in such a form as to entitle him to let down the surface, at any rate, in the absence of provision for compensation: *Hilton* v. *Lord Granville* (5 Q. B. 701). Such a reservation, it was said, would be repugnant to the grant (p. 730). But this notion has been definitely abandoned, and it is now settled that in all cases the rights of the parties in this respect are governed by the terms of the title deeds. Examples of the grantor obtaining by the reservation a right to let down the surface are afforded by *Buchanan* v. *Andrew* (L. R. 2 H. L. Sc. 286) and *Aspden* v. *Seddon* (10 Ch. 394). In the former case land was granted reserving the minerals, and there was a provision that the grantor should not be liable for any damage to the surface land or to buildings from working the minerals. It was held that this enabled the mine owner to let down the surface. In *Aspden* v. *Seddon* the grant was for the purpose of erecting a cotton mill, and the grantor reserved the mines and powers of working, making compensation "for all damage that shall be done to the erections on the said plot by the exercise of any of the said excepted liberties or in consequence thereof," and it was considered that the express reference to damage to buildings shewed that the mine owner was at liberty to let down the surface, though it was subsequently held that he was liable in damages for injury to the mill: *Aspden* v. *Seddon* (1 Ex. D. 496).

The inclosure cases have afforded several examples of the loss by the surface owner of his *primâ facie* right to support. The chief is *Rowbotham* v. *Wilson* (*supra*), where it was conclusively established that the rights of the parties depend upon the construction which is put upon the instrument of title. "It rarely happens," said Lord WENSLEYDALE, "that these mutual rights are not precisely ascertained and settled by the deed by which the right to the mines is acquired, and then the only question would be as to the construction of that deed, which may vary in each case. There the award made under an Inclosure Act was executed by most of the parties interested. It expressly exempted the mine owners from damages through the surface lands being rendered uneven or otherwise defaced, and it was held that the effect was to give them a right to disturb the surface. In *Duke of Buccleuch* v. *Wakefield* (L. R. 4 H. L. 377) a special Inclosure Act reserved the mines to the lord of the manor, with powers of working which gave him very extensive control of the surface lands. Reasonable compensation was to be paid for damage done by the works. Here again it was held that the mine owner was at liberty to let down the surface. Other instances to the same effect will be found in *Consett Waterworks Co.* v. *Ritson* (22 Q. B. D. 702), where there was no compensation clause, and *Bell* v. *Earl of Dudley* (1895, 1 Ch. 182), where compensation was given by a rate levied on all the allotments.

In the case of a lease of mines it has sometimes been thought that the lessee was in a more favourable position than an ordinary grantee (see per JESSEL, M.R., in *Aspden* v. *Seddon*, 10 Ch. App., p. 399*n*), and that where the lease empowered him to remove the whole of the coal, he was not bound to leave pillars for the support of the surface (*Eadon* v. *Jeffcock*, L. R. 7 Ex. 379). But in *Dugdale* v. *Robertson* (3 K. & J. 695) a demise of minerals was treated as being on the same footing as a reservation or as any other grant, so as to entitle the lessor to a *primâ facie* right of support which could only be waived by a clear stipulation, and the law was settled in this sense by *Davis* v. *Treharne* (6 App. Cas. 460). There a mining lease empowered the lessee to work the mines "in the usual and most approved way" in the district, and it was held that these words did not give the right to let down the surface, even though the working fell within them; nor did such a right follow from full liberties for the exercise of mining rights, with a compensation clause. The exercise of such rights might damage the surface otherwise than by subsidence, and the reasonable conclusion, said Lord BLACKBURN, was that the compensation was to to be for things done in exercise of those rights. In the earlier case of *Smith* v. *Darby* (L. R. 7 Q. B. 716) it was held, upon the joint construction of the working powers and the compensation clause, that a power to let down the surface had been conferred, but this case is perhaps to be treated as exceptional, and the only safe course in settling a mining lease is to take express power to let down the surface if that is intended. "The state of the law," said Lord HALSBURY, C., in *New Sharleston Collieries Co.* v. *Earl of Westmoreland* (*supra*), "is now perfectly clear. The mere fact of giving a right to sink pits and to work or get coal does not of itself establish a right to get rid of that which is the common law right of the surface owner to have his surface undisturbed." And he pointed out that in that case, which was a case of a mining lease, the absence of express permission to let down the surface was not without significance.

It appears from the above cases that the mere provision for compensation does not entitle the mine owner to let down the surface. Such provision has sometimes been said to be applicable only to damage occasioned in the course of the proper exercise of the liberties granted (see *Harris* v. *Riding* (*supra*), *Davis* v. *Treharne* (*supra*); *Greenwell* v. *Low Beechburn Coal Co.*, 1897, 2 Q. B. 165), or to damage occasioned by accident or negligence: *Dixon* v. *White* (*supra*). While, of course, the absence of a compensation clause is strong evidence that the surface owner's right of support was not meant to be abandoned: *Bell* v. *Earl of Dudley* (1895, 1 Ch., p. 186). And even when the compensation clause appears to cover damage due to subsidence, it does not follow that such working is permitted. "A covenant to pay compensation," said Lord DAVEY in *New Sharleston Collieries Co.* v. *Earl of Westmoreland* (*supra*), "for doing a thing which you are prohibited from doing is in no way contrary to or inconsistent with the continuance of the obligation not to do it."

The Land Transfer Rules, 1903.

III.

FIRST REGISTRATION (*continued*).

Absolute Title.—Rules 30 to 48 deal with the registration of land with an absolute title. In general they reproduce the previous rules. Applications must be made in writing in the scheduled form, and the applicant must state in, or deliver with, the application any restrictive conditions which are to be registered under section 84 of the Land Transfer Act, 1875. There must also be delivered an abstract of title in the usual form and the documents necessary for the examination and verification of the title. Under section 6 of the Act of 1875 an absolute title must be "approved by the registrar," and the important rule is rule 36, which prescribes the manner in which this approval must be given. Here, as is well known, a vital change has been made. The provisions under which the title may be referred to an official examiner of title, and under which the examination may be modified by the registrar where land has been sold or purchased under an order of the court, and also when the title has already been fully investigated before the application, are repeated in a form somewhat wider than in the former rule; but the present rule also contains the Lord Chancellor's scheme for the speedy conversion of possessory into absolute titles. Where the first registered proprietor is a purchaser on sale, then after the lapse of six years an application may be made to turn the possessory title into an absolute one, and the registrar may modify the examination as he pleases. Hitherto no title has been accepted as absolute which has not passed the ordeal of a proper professional investigation and been accepted as a good holding title. This precaution is now removed, and a possessory title six years' old is to be turned into an absolute title with just so much examination as the registrar chooses. We do not overlook the fact that the first registration must have followed a sale, and therefore it is to be presumed that there has been some professional investigation of title. But there may very probably have been conditions which precluded such an investigation as is the only proper basis for the acceptance of an absolute title, and the change, as we have on former occasions pointed out, is opposed to all sound profes-

sional practice. It is equivalent to saying that when a vendor has been six years in possession the examination of title need not be carried back beyond the last purchase. No practitioner would undertake the responsibility of adopting such a practice, and its incorporation in the new Land Transfer Rules can only be regarded as a new and essentially unsound departure. Rule 48 is new, and enables the registrar in suitable cases to file a note that the title may be registered as absolute at the expiration of a certain period or on the occurrence of a given event. If an applicant fails to secure an absolute title, then rule 49 provides for his having the option of a qualified title in accordance with section 9 of the Act of 1875.

Leasehold Land.—The registration of leasehold land is dealt with in rules 50 to 70. Hitherto the registered titles have been absolute, qualified, or possessory, as in the case of freehold titles. An absolute title guaranteed the lessor's power to grant the lease as well as the title to the lease itself, and a qualified title was an absolute title subject to a specified defect. A possessory title was no guarantee against any adverse claim prior to first registration either in respect of the freehold or leasehold reversion or the leasehold interest. All these kinds of title are retained, and there is also introduced an intermediate title known as a "good leasehold title." This gives no guarantee as to the lessor's title, but it guarantees the title to the lease. This is in accordance with the practice that, except in special cases, investigation of the freehold or superior leasehold title is dispensed with; and the "good leasehold title" corresponds with what a purchaser gets under the Vendor and Purchaser Act, 1874, and the Conveyancing Act, 1881, unless he has taken care to exclude the provision of those Acts and to stipulate for production of the lessor's title. Instead of a good leasehold title, just as in the case of an application for an absolute title, the registrar may be willing to allow only a qualified title (rule 58), and for the same reason. The good leasehold title is really absolute so far as the lease (assumed to be valid) is concerned, and there may be a particular defect which forbids registration in accordance with the application. An original lessee, of course, need shew no title to the lease itself, and hence he can be registered with a good leasehold title on satisfying the registrar that he has not incumbered or dealt with the land except as disclosed (rule 54).

It may be noticed that a "good leasehold title" is exactly the same as a title registered as qualified under the previous rules, the qualification being that the lessor's title to grant the lessor was excepted from the registration. So that the placing of such titles in a separate class is a matter rather of form than of substance. Probably, however, it will be found convenient. A similar change has been made in respect of leasehold land held under a lease containing a prohibition against alienation without license. Hitherto such titles have had to be registered as qualified, and the registration has not protected interests arising under an alienation without licence. In future such titles will not rank as "qualified," but there will continue to be the same express exception of interests arising under alienation without licence (rule 62). These two changes will probably considerably reduce the number of leasehold titles registered as qualified. A change of some practical importance is made by rule 51 with respect to the production of the lease on the application for registration. Hitherto it has been necessary to produce the lease itself, when in the possession or under the control of the applicant, and in other cases a copy. In lieu of a copy it is now permissible to deliver with the application an abstract or other sufficient evidence of its contents. This relaxation will provides for cases where the lease has been lost but its contents are capable of proof.

Settled Land.—Under section 6 of the Land Transfer Act, 1897, settled land may (at the option of the tenant for life) be registered (1) in the name of the tenant for life; or (2) where there are trustees with a power of sale, in the name of the trustees; or (3) where there is an overriding power of appointment of the fee simple, in the names of the persons in whom that power is vested (sub-section 1). There are also to be entered in the register such restrictions or inhibitions as may be prescribed, or may be expedient, for the protection of the rights of the persons beneficially interested in the land (sub-section 2). Rules 78 to 82, which regulate applications for registration of settled land, have not been altered save by omitting any reference to inhibitions, which, indeed, are not suitable to a first registration. Application for registration may be made by any person capable of being registered as proprietor, with the consent of the other persons (if any) whose consent or concurrence is necessary to a sale by that person. The special point in registration of settled land is the framing of the restrictions. The forms of restriction appended to the new rules (Forms 6 to 12) slightly vary those which have been in use hitherto. The most usual restriction is that restraining a transfer by a tenant for life who is registered as proprietor. The register will shew that he is debarred from transferring except on a sale, and that the purchase-money must be paid to the trustees for the purposes of the Settled Land Acts, who are mentioned in the register by name, or into court. The forms supply also examples of restrictions on the creation of charges. The settlement, though it is not to be referred to in the register, or a copy or abstract, may be filed in the registry for safe custody and future reference.

Cautions Against Entry of Land on the Register.—Section 60 of the Act of 1875 provides that any person having or claiming an interest in land which is not already registered may lodge a caution which will entitle him to notice of any application for registration. Rules 88 to 91 repeat the former rules relating to such cautions, but three new rules (92-94) have been added which (1) enable the cautioner at any time to withdraw the caution in respect of the whole or any part of the land; (2) enable the cautioner to consent in writing to the registration, the consent being either absolute or conditional on some special entry being made in the register; and (3) empower the registrar to allow any person interested in the land to inspect the caution and the statutory declaration lodged in support of it.

Priority Notices.—Rule 95 introduces a new provision under which a person entitled to apply for registration as first proprietor may lodge a "priority notice," reserving priority for an application which is about to be made. If such application is made within fourteen days of the lodgment of the notice, or such further time as the registrar shall think fit, it will be dealt with in priority to any other application affecting the same land which may have been made in the meantime.

(*To be continued.*)

Reviews.

Education Law.

THE LAW OF EDUCATION, COMPRISING THE EDUCATION ACTS, 1870 TO 1903, AND OTHER ENACTMENTS AND ORDERS RELATING TO THE POWERS AND DUTIES OF LOCAL EDUCATION AUTHORITIES. WITH INTRODUCTION AND NOTES. By WILLIAM H. DUMSDAY and HARTLEY B. N. MOTHERSOLE, Barristers-at-Law. Hadden, Best, & Co.

THE EDUCATION ACT, 1902. WITH AN INTRODUCTION, INDEX, AND SHORT NOTES. SECOND EDITION, INCLUDING THE LONDON EDUCATION ACT, 1903. By ERNEST ARTHUR JELF, Barrister-at-Law. Horace Cox.

Messrs. Dumsday and Mothersole's work is very comprehensive. It includes the text (with annotations) not only of the Education Acts of 1902 and 1903, but of all the previous Acts relating to education, schools and teachers, and also the Acts dealing with the employment of children. The introduction is a clear and carefully-written exposition of a difficult subject. The notes on the Acts are useful and to the point, and the collection of official orders and circulars greatly enhances the value of the book. We do not entirely approve of the practice followed by the authors of interpolating into the text of statutes the amendments effected by subsequent legislation, but where this is done in this volume care is always taken to direct the reader's attention to the fact, and there is no likelihood of anyone being misled. The index and tables of contents are full and well-arranged, and consequently information on a particular subject is rendered easily accessible. This book should be of great service to all who are called upon to deal with this branch of the law.

Mr. Jelf's book is unpretentious, and should be useful as a handbook. The introduction explains the Act of 1902, the text of which follows, with concise notes. The text of the London Act of 1903 is also set out, and some of the more important official memoranda are added.

Books Received.

The Law and Practice in Bankruptcy, comprising the Bankruptcy Acts, 1883 to 1890; the Bankruptcy Rules and Forms, 1886, 1890; the Debtors Acts, 1869, 1878; the Bankruptcy (Discharge and Closure) Act, 1887; the Deeds of Arrangement Act, 1887, and the Rules and Forms Thereunder. By the Right Hon. Sir ROLAND L. VAUGHAN WILLIAMS, Knight, a Lord Justice of Appeal. Eighth Edition. By EDWARD WILLIAM HANSELL, M.A., Barrister-at-Law; assisted by R. E. L. VAUGHAN WILLIAMS, B.A., and D. H. CROMPTON, Barristers-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Foreign and Domestic Law. A Concise Treatise on Private International Jurisprudence based on the Decisions in the English Courts. By JOHN ALDERSON FOOTE, K.C., Recorder of Exeter. Third Edition. Stevens & Haynes.

The Law of Banking. By Sir JOHN R. PAGET, Bart., K.C., Gilbart Lecturer on Banking. Butterworth & Co.

Digest of the Law of Discovery; with Practice Notes. By EDWARD BRAY, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

Correspondence.

Service of Summonses and Notices in District Registry Actions.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I read with some surprise in your last week's issue that the report of the Birmingham Law Society, after referring to the resolution of the Provincial Law Societies, passed on the initiative of the Incorporated Law Society of Liverpool, as to the advisability of enabling summonses and notices in district registry actions to be served by registered post, stated that "a copy of the resolution was afterwards forwarded to Mr. Justice Kekewich, but up to the present time nothing further has been done to carry the reform into practical effect."

Surely the framer of this report must have forgotten that by the Rules of July, 1903, ord. 67, r. 2, was amended in this very respect by enabling parties to serve summonses and notices by registered post.

The thanks of the profession are due to Mr. Justice Kekewich for the great trouble which he took to get this useful rule passed.

The suggestion made by the Provincial Law Societies was that this change should only apply to the district registries, and the draft rule, as originally published, only made it so applicable, but the result of the publication was that representations were received by the Rule Committee from London officials that it would be advisable to make this rule apply also to London, as well as the provinces, which was accordingly done.

In practice this new rule works very well and saves a good deal of expense and delay where a defendant or his solicitor gives an address for service a long way (possibly in a different town) from the plaintiff's solicitor's office.

ARTHUR S. MATHER.

Law Association-buildings, 13, Harrington-street, Liverpool,
Feb. 29.

Interest on Compensation for Enfranchisement under the Copyhold Act, 1894.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In an article on this subject which appeared in your issue of the 16th of January, 1904, it was pointed out by the writer that where the compensation is paid as a *gross* sum (and not by way of rent-charge) interest is not, upon the true construction of the Copyhold Act, 1894, payable on such gross sum as from the date of notice to enfranchise down to the date of the payment of the compensation. This view appears to be indorsed by the Board of Agriculture, who have lately had this question under their consideration, and in a minute, published since the date of the above-mentioned article, the board purport to amend what undoubtedly appears to be a defect or omission in the Act. The operative part of this minute, after stating that the Act does not provide that, where the compensation is paid in a gross sum, interest shall be paid from the date of the notice to enfranchise, goes on to declare that "in the opinion of the Board, the absence of any provision on this point does not preclude valuers and umpires from allowing such interest as part of the compensation for the enfranchisement where the compensation is not paid by way of a rent-charge, and the Board have accordingly varied the scale of compensation issued by them under the Copyhold Act, 1888, so as to include such interest." The scale as varied contains the following new clause (16): "Interest should be made payable by the agreement or decision on the amount of the compensation at the rate of four pounds per cent. per annum from the date of the notice requiring the enfranchisement to the date of payment of the compensation, unless the compensation is paid by way or an annual rent-charge under the Act."

In making this change, it is presumed that the Board have purported to act under section 66 of the Copyhold Act, 1894, under which they are directed to frame such a scale of compensation for the enfranchisement of land from the rights and incidents specified in the Act as will, in their judgment, be fair and just; and by the same section the Board are empowered to vary such scale. Now, the scale really consists of the rules, by the application of which the valuers are to assess the value of the matters to be compensated for under the Act. These matters are specifically enumerated in section 6 (1) of the Act, and by sub-section 2 of the same section the value of the matters to be taken into account in the valuation is to be calculated as at the date of the notice to enfranchise; and, further, by section 7 (1) the valuers are to determine the value of the matters to be taken into account in the valuation at a *gross sum of money*. It is therefore difficult to see how, consistently with the provisions of the Act, the valuers can allow such interest "as part of the compensation," inasmuch as the question of interest can only arise *after* the valuers have carried out their statutory duties and found a gross sum of money as the amount of compensation. There is this further practical difficulty, that the valuers cannot state in their valuation what sum to allow for interest, as they do not know in any particular case what period will elapse before payment of the compensation, and unless they do state the amount of the interest, they will not perform the duty of assessing the compensation at a *gross sum of money*.

This difficulty seems to have been present to the mind of the Board, for, although in their minute they treat the interest as a *part of the compensation*, they, nevertheless, in incorporating their minute in clause 16 of the varied scale, treat the interest as an additional sum (the exact amount of which is to be subsequently ascertained) to be added to the compensation on the date of the payment thereof.

Having regard to these observations, it is at least questionable whether the variation made by the Board does not amount to something very different from a mere variation of the scale of compensation, and is not really an addition to the matters which the valuers are to take into account in arriving at the compensation, and, therefore, not within the powers of the Board under section 66 of the Act of 1894.

D. D. ROBERTSON.

Pending Legislation.

Married Women's Property Act (1882) Amendment Bill.

THE following is the memorandum to the Bill, which is referred to elsewhere:

I. The difficulties to meet which this Bill has been framed have arisen under the following circumstances:

(1) Prior to the coming into operation of the Married Women's Property Act, 1882, a married woman as to all property belonging to her (with the exception of property expressly settled to her separate use and with certain other minor exceptions) had either no power of disposition at all or could only dispose thereof with the concurrence of her husband by deed acknowledged by her.

(2) By the Married Women's Property Act, 1882, a married woman was for most purposes regarding the disposition of property put in the same position as a single woman (*feme sole*).

(3) In the year 1896 it was, however, decided by Mr. Justice North, in the *Harkness and Allsopp's Contract* (1896, 2 Ch. 358) that the Married Women's Property Act, 1882, did not apply to property vested in a married woman as a trustee, and that therefore as to such property the powers of disposition of a married woman were no greater than before the passing of the Act.

(4) The decision in the *Harkness and Allsopp's Contract* (*a*) rendered defective many titles which had been theretofore accepted on the footing that the Married Women's Property Act, 1882, applied as well to property in which a married woman was beneficially interested as property vested in her in a fiduciary capacity, and (*b*) has rendered the disposition of trust property by married women trustees (who are by no means infrequently met with) more complicated and expensive than would otherwise be the case

II. Under the circumstances indicated above the present Bill proposes to enact that a married woman shall have, and, as from the date when the Married Women's Property Act, 1882, came into operation, be deemed to have had, the same power of disposition over

property vested in her in a fiduciary capacity as a *feme sole* and thereby intends (*a*) to validate and quiet the titles rendered defective as aforesaid, and (*b*) to put an end for the future to the difficulty occasioned by the decision of Mr. Justice North in connection with the transfer of trust property vested in married women trustees.

The Bill is as follows:

Married Women's Property Act (1882) Amendment Bill.

A Bill to amend the Married Women's Property Act, 1882.

Be it enacted, &c.:

Preliminary.

1. *Short title; commencement; construction; extent.*]—(1) This Act may be cited as the Married Women's Property Act, 1904.

(2) This Act shall come into operation immediately.

(3) This Act shall be construed with the Married Women's Property Acts, 1882 [45 & 46 Vict. c. 75], 1884 [48 & 49 Vict. c. 14], and 1893 [56 & 57 Vict. c. 63], and those Acts and this Act may be cited together as the Married Women's Property Acts, 1882 to 1904.

(4) This Act does not extend to Scotland.

Trust Estates.

2. *Dispositions of trust estates by married women.*] (1) A married woman who either alone or jointly with any other person or persons is an executrix or administratrix of the estate of any deceased person or a trustee of property subject to any trust, shall be, and as from the *thirty-first day of December, one thousand eight hundred and eighty-two,* shall be deemed to have been, capable of disposing or of joining in the disposition of any property whether real or personal forming part of the estate of such deceased person or subject to any such trust, without her husband, as if she were a *feme sole.*

(2) Provided that nothing herein contained shall render invalid any right, title, or interest acquired by any person prior to the commencement of this Act and which would have been otherwise valid.

Cases of the Week.

Court of Appeal.

KAUFMAN *v.* GERSON AND WIFE. No. 1. 24th Feb.

CONFLICT OF LAWS—CONTRACT MADE AND TO BE PERFORMED ABROAD—MORAL COERCION—CONTRACT VALID BY FOREIGN LAW—ENFORCEMENT IN ENGLAND.

Appeal from a judgment of Wright, J. (reported in 51 W. R. 683; 1903, 2 K. B. 114). The plaintiff's claim was against the husband to recover £152 18s. 8d., the balance of £654 10s. 3d. lent by the plaintiff to the husband. He also claimed against the wife as surety under a written guarantee. Judgment was signed against the husband, but the wife defended the action. The plaintiff and the defendants were, at the time of the contract, domiciled in France. The plaintiff in France placed in the hands of the defendant, the husband, a sum of money to be applied by him in buying skins to be dressed and sold for their joint benefit. The husband appropriated part of the money to his own use. His conduct was criminal in France. Under a threat of the plaintiff to prosecute her husband, and so to dishonour her name and her childrens' names, the wife signed the guarantee sued upon. Wright, J., came to the conclusion upon the evidence that an agreement not to prosecute was valid according to French law, and that this contract, which was made in France by persons domiciled there and intended to be performed there, was valid and enforceable in France, and that such a contract, though not valid if made in England as being against public policy and as being made under such duress as would, by English law, have vitiated the contract, was enforceable in England, the duress not being such as must be considered to avoid the contract in all but unreasonable and uncivilized countries. He accordingly gave judgment for the plaintiff. The defendant appealed.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) allowed the appeal.

COLLINS, M.R., said that the evidence shewed that the wife signed the guarantee under the plaintiff's threat to prosecute her husband and to bring dishonour upon her and her children's names. Could a contract obtained under those circumstances be enforced in England? He would not decide whether an agreement not to prosecute, if valid in France, could or could not be enforced here. The learned judge in the court below admitted that if the contract had been obtained by threats of physical violence it could not be enforced here. If that were so, what did it matter what form the coercion took? Some persons were more easily coerced by moral than by physical threats. This contract, which was obtained by such moral pressure, was one which the courts here would not enforce. The principle was one which ought to exist universally, and the English court would not violate its own principle by giving effect to a contract brought about by moral coercion

ROMER and MATHEW, L.JJ., concurred.—COUNSEL, *Montague Lush*, K.C., and *Israel Davis; Montague Shearman*, K.C., and *Eustace G. Hills.* SOLICITORS, *Leggatt, Rubinstein, & Co.; Dixon, Welds, & Dixons.*

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

J. B. KLEINERT RUBBER CO. *v.* LAKE. No. 1. 26th Feb.

CONTRACT, BREACH OF—AGREEMENT BY MANUFACTURER WITH WHOLESALE DEALERS TO MAKE A STANDARD PRICE FOR ARTICLE—SALE BY THE DEFENDANT AT LESS THAN "LIST" PRICE—ALLEGATION THAT THE PLAINTIFF HAVING ALLOWED DISCOUNT FOR CASH TO CERTAIN DEALERS THERE HAD BEEN A BREACH ON HIS PART THAT ABSOLVED DEFENDANT FROM FURTHER LIABILITY.

Appeal by the defendant from a judgment of Joyce, J., sitting as an additional judge of the King's Bench Division. The plaintiffs, who are manufacturers of indiarubber goods, entered into an agreement with the defendant in April, 1900, whereby the defendant agreed, in consideration of the plaintiffs supplying him with their advertised ladies' dress shields, that he would not sell the dress shields at less than the agreed list price. The plaintiffs had entered into similar agreements with various other merchants, the object being to secure that all traders to whom they supplied these particular goods should be upon the same footing, and there should be no undercutting in the retail market. The plaintiffs alleged that after the agreement had been entered into, the defendants, in breach thereof, had sold some of these dress shields at less than list price to certain firms, and further, that by reason of such breach the retail traders to whom the defendant so sold were enabled to dispose of the goods to the public at such a price that certain other customers of the plaintiffs were unable, if they kept their agreement with the plaintiffs, to resell the goods to their customers, the retail dealers, at a price which would enable them to sell to the public at a reasonable profit. The plaintiffs claimed £500 damages, and evidence was given that the shields were largely known and that £20,000 had been expended by the plaintiffs during the last ten years in advertising them, and that their net sales for 1902 had amounted to £85,000. The defendant's case was that the agreement was conditional upon the plaintiffs not supplying any merchant who should directly or indirectly violate the spirit of the agreement, and he alleged that the plaintiffs had supplied other merchants to whom they had allowed a trade discount, and that being a breach of the agreement on the plaintiffs' part, the agreement was no longer binding on him. The plaintiffs to this replied that the discount was only the ordinary counting-house discount which was always allowed in the trade for cash, and the allowance of it constituted no breach of the agreement on their part. Joyce, J., gave judgment for the plaintiffs for £250. The defendant appealed.

COLLINS, M.R., in giving judgment, said that the case turned on the clause contained in the contract by which the plaintiffs sold their dress shields to the defendant. The defendant had clearly broken that agreement, but he pleaded he was not liable nevertheless, because the plaintiffs had on one or more occasions, as to which he gave evidence, themselves broken the contract by supplying their goods at a less rate than that stipulated for. To make good that defence; to shew that there had been what in the old pleadings was called an exoneration before the breach, the defendant shewed that in one case the plaintiffs had sold direct to retail dealers at lower prices. But that did not absolve the defendant, it only gave him a remedy by way of recovery of damages. In one instance the defendant shewed that the plaintiffs when supplying wholesale dealers had allowed them a counting-house discount, but he failed to prove that the discount was on a price lower than the stipulated price. He did not shew that this occurred before his own breach. In his opinion, Joyce, J., had taken the correct view both of the facts and of the law, and he saw no reason for interfering with the damages awarded.

ROMER and MATHEW, L.JJ., gave judgment to the same effect.—COUNSEL, *Disturnal* and *Douglas Hogg; Lawson Walton*, K.C., and *Fraser McLeod.* SOLICITORS, *A. J. Isard; A. P. Rodyk.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

ELLIOTT *v.* CRUTCHLEY AND ANOTHER. No. 1. 26th Feb.

CONTRACT—CONTRACT TO SUPPLY REFRESHMENTS FOR STEAMER FOR NAVAL REVIEW—CHEQUE GIVEN IN PART PAYMENT—REVIEW ABANDONED—CONDITION IN CONTRACT THAT IF REVIEW WAS CANCELLED BEFORE CATERER INCURRED EXPENSE THERE SHOULD BE NO LIABILITY ON CHARTERERS.

Appeal by the plaintiff from a decision of Ridley, J. The action was brought by a refreshment contractor to recover from the defendants, members of the executive of the Navy League, £300, being the value of a cheque drawn by the defendants in favour of the plaintiff and given to him in connection with a contract for the supply of refreshments for passengers on the pleasure steamer *Yarmouth Belle*, chartered by the defendants to carry persons to view the Naval Review fixed for the 28th of June, 1902, which cheque was dishonoured on presentation after the review had been cancelled. The contract between the parties was contained in two letters. The first, written by the plaintiff's managing director to the defendants, dated the 4th of March, 1902, contained this clause, "I now beg to set out the arrangement Mr. Elliott is willing to agree to as verbally reported to you this afternoon by telephone. That is to say, that he will supply the three meals as per menu at 12s. 6d. per head . . . you guaranteeing not less than 600 passengers, and paying for all over that number . . . £300 to be paid to Mr. Elliott on account of the refreshments on the Monday previous to the review day." On the following day the defendant Crutchley wrote to the plaintiff accepting the terms contained in the letter of the previous day, but added in a postscript a term to the contract as follows: "It is, of course, understood that in the event of the cancellation of the review before any expense is incurred by the caterer there shall be no liability on our side." It was subsequently agreed that the price to be paid for refreshments should be £1 1s. per head, but in other respects the contract was unaltered. The

defendants sent the plaintiff a cheque for £300 on the 23rd of June, being the Monday previous to the day fixed for the naval review. The next day the review was cancelled, and the defendants gave notice to the plaintiff and the steamer never started on the proposed excursion. After negotiations the cheque was stopped, the defendants contending that the consideration under the contract for which it was paid had wholly failed. At the trial they pleaded also by way of counterclaim that if anything was due to the plaintiff in respect of expenses incurred in connection with the contract such expenses must have been less than £300, and they were entitled to be repaid the balance on the cheque after the plaintiff had deducted such an amount for expenses as he might be entitled to. Ridley, J., in giving judgment, said he understood that all along the defendants offered to make good all expenses incurred by the plaintiff; but the latter at first insisted on payment of the full amount to which he would have been entitled on performance of the contract and later on upon payment only of the cheque. The conclusion he had come to was that the plaintiff was not entitled to recover the amount of the cheque. The plaintiff appealed, and counsel on his behalf submitted that as the cheque was payable prior to the abandonment of the review, the money could be sued for, and they relied on *Chandler* v. *Webster & Girling*, decided on the 4th of February in the Court of Appeal, and reported in 20 Times L. R. 222, in which this question was fully discussed. That was the case of a room let by the plaintiff to the defendants to view the Coronation procession for a sum of £141, payable when the contract was made; on the 10th of June £100 was paid to the defendants on account, and the plaintiff claimed to recover the £100 deposit, and the defendants counterclaimed to recover £41, the unpaid balance. The court held that as the defendants' right to the £141 accrued before the abandonment of the procession on the 26th of June, the defendants could recover the £41, but that as the contract was not avoided *ab initio* by the abandonment of the procession the plaintiffs could not recover the £100 paid. Without calling on counsel for the respondents,

THE COURT dismissed the appeal.

COLLINS, M.R.—This was one of a series of cases which had arisen out of the cancellation of the Coronation procession and the naval review. The court had on several occasions laid down the rule as to the rights of the parties to a contract where an event on which the performance of the contract depended had without the default of either become impossible. The rule was that if before the impossibility was ascertained either party had paid money under the contract, he could not recover it back, but he was relieved from making any further payment under the contract. The contract was not rescinded *ab initio*, but the further performance of it having been removed out of possibility, could not be demanded. But that rule was not applicable here, for the parties themselves dealt with the matter which the court would have been compelled to deal if they had been silent as to it. The parties themselves contemplated the contingency of the naval review not taking place, and made special provision for that contingency. The plaintiff argued that the postscript to the second letter only affirmed what the law would have said if the parties had been silent on the matter, and he relied on the use of the future tense in the words "there shall be no liability on our side." The fair meaning of the postscript was that if the review did not take place the parties were to be in a position in which the law could not in the absence of agreement have placed them—viz. a rescission of the contract with as nearly as possible a *restitutio ad integrum*.

ROMER and MATHEW, L.JJ., gave judgment to the same effect.—COUNSEL, *Witt*, K.C. and *Poley*; *Montague Shearman*, K.C., and *Eustace Hills*. SOLICITORS, *Samuel Price & Sons*; *Dowson, Ainslie, & Martineau*.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

GORDON *v.* **GORDON AND GORDON.** No. 2. 23rd Feb.

DIVORCE—CONTEMPT OF COURT—PRACTICE—RIGHT OF PERSON IN CONTEMPT TO APPEAL—COSTS PAYABLE OUT OF THE SEPARATE ESTATE OF A MARRIED WOMEN—RESTRAINT ON ANTICIPATION—POWER TO ORDER PAYMENT OF COSTS—MARRIED WOMAN'S PROPERTY ACT, 1893 (56 & 57 VICT. c. 63), s. 2.

This was an appeal by Lady Granville Gordon from an order of the President (Sir F. Jeune) (reported 51 W. R. Dig. 63), that the costs incident to the proceedings in the divorce suit should be paid out of her separate estate notwithstanding that it was subject to a restraint on anticipation. The facts leading up to the appeal were shortly as follow: On the 25th of November, 1901, Mr. C. E. Gordon, the appellant's former husband, obtained a decree *nisi* for the dissolution of the marriage, on the ground of his wife's adultery, Lord Granville Gordon being the co-respondent. On the 2nd of June, 1902, the decree was made absolute, and on the 5th of August, 1902, the divorced wife married Lord Granville Gordon. The decree *nisi* ordered that the only child of the marriage should remain with the father, and a subsequent order was made that the child should be delivered up to the father forthwith. The mother, being abroad at the time, disregarded this order. In October, 1902, she returned to England and took out a summons in the suit to rescind the order for the custody of the child. An order was made on this summons on the 10th of March, 1903, by which her application was refused, and the child ordered to be delivered up to the father. In the meanwhile, Lady Granville Gordon, through her counsel, had given an undertaking that she would not remove the child out of the jurisdiction of the court during the hearing of the application, but directly the order above mentioned was made, and it was attempted to enforce it, she surreptitiously removed the child abroad, where she remained ever since. The president then made an order for her committal for contempt of court, and a writ of attachment was issued against her, but as she remained without the jurisdiction she was not apprehended. The order for payment of the costs was part of the order of the 10th of March, ordering the wife to pay her husband the costs, incident to the summons, which were to come out of her separate estate, notwithstanding it was subject to a restraint on anticipation. On the 12th of May, 1903, Lady Granville Gordon gave notice of appeal from such part of the order as related to the payment out of her separate estate of these costs. On the opening of the appeal the preliminary objection was raised that until the appellant had purged the contempt she could not be heard to make any application to the court.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) overruled the preliminary objection and allowed the appeal.

VAUGHAN WILLIAMS, L.J.—This is an appeal against an order of the 10th of March, 1903, and an objection has been taken that, as the appellant is in contempt of court, therefore this appeal ought not to be heard. The appeal is not against the whole of the order, but only so much as orders certain costs incident to a summons which was taken out in chambers, and that they should be taken from the property of Lady Granville Gordon subject to a restraint on anticipation. [His lordship referred to the act of contempt as set out in the affidavit of Sir George Lewis, and continued:] The question which we have to determine is whether, the appellant being in contempt, this preliminary objection ought to prevail. I think not. We have had cited a great many cases and rules laid down by the judges, including Lord Cottenham, but I do not think it is necessary to go through them. A great many are found in *Chuck* v. *Cremer* (1 Coop. (temp. Cottenham) 205). General principles apply to this case. Speaking generally, it has not been disputed in this discussion that the rule that a person who was in contempt could not be heard, *primâ facie* applied to voluntary motions on his part—to cases when he comes to ask for something—and not to cases when he seeks to be heard in defence. Not that every matter of defence entitles a person in contempt to be heard. If there has been an order made in the discretion of the court, and someone in contempt appeals from that order and says the court has exercised its decision wrongly, that person cannot be heard to say so until he has purged his contempt. But if it was an order which it was suggested was made without jurisdiction, and one looks at the order, and one sees that that was the ground of the appeal, it seems to me that it is a case in which the court will entertain the appeal, even though the appellant was in contempt. In this case the contempt was committed before the order appealed from was made. The simple question to be decided is this: an order was made, the objection to which was not one which depended on the discretion of the court. It is said it is unlawful to make such an order in respect of the separate property of a married woman with a restraint upon anticipation, and also, on the other hand, because the appellant is in contempt. I do not think there is any rule which prevents the appellant being heard.

STIRLING, L.J., in giving judgment to the same effect, observed that the objection to the order was not for irregularity, but for want of jurisdiction.

COZENS-HARDY, L.J., agreed, and said that until 1893 there was no power to order the payment of costs out of the separate estate of a married woman subject to a restraint on anticipation. Section 2 of the Married Woman's Property Act, 1893 (56 & 57 Vict. c. 63), gave it in a limited class of cases. He desired to limit his decision to the case of an order which was outside the jurisdiction of the court.

The appeal having been heard on its merits, was allowed on the ground that the order was a continuation of the proceedings in the divorce suit, and section 2 did not authorize it as to costs.—COUNSEL, *Bargrave Deane*, K.C., and *T. Method*; *Duke*, K.C., and *Priestley*, K.C. SOLICITORS, *Dangerfield & Blythe*; *Lewis & Lewis*.

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

Re **A DEBTOR.** *Ex parte* **THE DEBTOR.** No. 2. 20th, 21st, and 24th Nov.; 22nd Feb.

BANKRUPTCY—BANKRUPTCY NOTICE—ADDRESS OF CREDITOR—HOTEL—SUFFICIENT ADDRESS—PRACTICE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (*a*); s. 7, SUB-SECTION 3.

This was an appeal by the debtor, Lady Violet Beauchamp, from a receiving order in bankruptcy made by Mr. Registrar Giffard, dated the 31st of October, 1903. The facts were shortly as follow: The appellant was formerly the wife of Sir Reginald Beauchamp, but the marriage was dissolved on the husband's petition on the ground of his wife's adultery with a Mr. Watt, the decree *nisi* being made absolute on the 25th of November, 1901. Previously to this Lady Violet Beauchamp had written a letter which contained a libel on Mrs. Watt, the wife of the co-respondent, and on the 25th of July, 1901, Mrs. Watt commenced an action for libel against her. In the writ in the libel action the defendant, Lady Violet Beauchamp, was described as a "married woman," the decree *nisi* not having then been made absolute. The action came on for trial after it was made absolute in March, 1902, when the jury awarded the plaintiff £5,000 damages, judgment being given accordingly for that amount. Application having been made to the Court of Appeal for a new trial, that court, in 1903, ordered the case to be retried unless the plaintiff would consent to reduce the damages to £1,500. The plaintiff consented to this, and the judgment was therefore amended on the 19th of July by the master, £1,500 being substituted in lieu of £5,000. The judgment as drawn up, was in the form of a judgment against a married woman, instead of in the form of a judgment against a married woman in respect of her separate estate as settled by the Court of Appeal in *Scott* v. *Morley* (32 SOLICITORS' JOURNAL, 42, 20 Q. B. D. 120). The defendant neglected to pay the £1,500, so a bankruptcy notice was served on her on the 25th of July by the plaintiff, requiring her to pay or compound for the judgment debt within seven days. In the notice the plaintiff described herself as of "The Hans Crescent Hotel, London," where she was in the habit of staying. On the last of the seven days she left the hotel and went abroad, leaving no address behind her except to

her solicitors. The debtor did not pay the debt, and the bankruptcy petition was founded on the act of bankruptcy committed by the non-compliance with the notice. On the part of the debtor it was argued that the judgment was wrong in form, and also that the act of bankruptcy, which was the not complying with section 4, sub-section 1 (*g*), of the Bankruptcy Act, 1883 (46 & 47 Vict. c. 52), was invalid, because the address of the creditor given in the notice was not such as the Bankruptcy Act contemplated. Reference was made to *Re Stogdon* (1895, 2 Q. B. 534, 44 W. R. Dig. 13).

THE COURT said it was important that the rules of practice in such cases should be settled, and they reserved judgment. *Cur. adv. vult.*

Feb. 22.—THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) dismissed the appeal. The judgment of the court was read by

VAUGHAN WILLIAMS, L.J., who said (*inter alia*) that the action was for a tort committed by a woman during coverture. By the common law, independently of the Married Woman's Property Act, 1882, a married woman was liable to be sued for a wrong committed by her, and the husband, strictly speaking, was not liable to be sued at all for such a tort. His only liability was to be sued jointly with her, because of the universal rule that the wife during coverture could not be either a sole plaintiff or a sole defendant. It was manifest, therefore, in the present case, in which the defendant at the date of the trial and judgment had been divorced, she alone remained liable for the tort, and the amendments, if any, which were required in the writ or pleadings, went merely to the form, and not to the substance of the cause of action. The case was very different from the case of a breach of a contract entered into by a wife during coverture, for in such a case coverture was a plea in bar and not in abatement. . . . The only remaining objection was founded on the insufficiency of the address given by the judgment creditor in the bankruptcy notice. [His lordship here referred to the facts in *Re Stogdon*, and also to the movements of the creditor, who had left her hotel on the last of the seven days comprised in the bankruptcy notice, went abroad, and did not return until the 30th of September, when she went back to the same hotel.] In order to see whether this address fulfils the conditions in *Re Stogdon*—and one would have to ascertain the principles laid down in that decision, and it was all the more necessary to do so because it would govern the practice of the Bankruptcy Court afterwards—it was plain that it was not sufficient for the creditor merely to give an address where he can be heard of, but it must be an address where he can be paid, or where by agreement the debt can be secured or compounded. The address must be a place where the creditor can be found during the seven days, and that would be so, whether the address is the residence or place of business of the creditor; and if that was the address, occasional absence of the creditor, even for a whole day, would not render the bankruptcy notice bad, unless it should deprive the debtor of a reasonable opportunity of paying. Nor did it matter if that address was the temporary home of the creditor, or the absence relied on occurred on the last day of the seven. The appeal would be dismissed.

ROMER and STIRLING, L.JJ., concurred. Leave was given to appeal to the House of Lords within fourteen days, and in the meantime a stay of execution was granted.—COUNSEL, *H. Reed*, K.C., and *F. Mellor*; *Muir Mackenzie* and *T. Mathew*. SOLICITORS, *M. Abrahams, Sons, & Co.*; *Charles Russell & Co.*

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

Re **OLDFIELD (DECEASED).** **OLDFIELD** *v.* **OLDFIELD.**
No. 2. 27th Feb.

WILL—CONSTRUCTION—ABSOLUTE GIFT TO BENEFICIARIES AS TENANTS IN COMMON—"MY DESIRE IS THEY WILL PAY A PART"—PURELY AT OPTION OF BENEFICIARIES—NO TRUST IN FAVOUR OF THIRD PERSON.

This was an appeal from a decision of Kekewich, J. The facts were as follow: By her will, dated the 29th of September, 1902, Mary Oldfield gave, devised, and bequeathed all her real and personal estate over which she had any power of appointment or otherwise unto and equally amongst her two daughters, Kate and Sarah Oldfield, as tenants in common for their own absolute use and benefit, and after appointing them her executrixes, the testatrix continued: "My desire is that each of my said two daughters shall during the lifetime of my son pay to him one-third of the respective incomes of my said two daughters accruing from the moneys and investments under this my will." On the death of the testatrix her will was proved by the executrixes on the 7th of July, 1903. J. R. Oldfield, the son of the testatrix, took out an originating summons to have it determined as to whether the said will created an effectual trust in his favour during his life of one-third share in the income of the real and personal estate of the testatrix under the clause at the end thereof. Kekewich, J., on motion, held that the will did not create any trust in the plaintiff's favour. From this the plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—In my opinion this appeal should be dismissed. [His lordship referred to *Re Hamilton* (43 W. R. 461; 1895, 1 Ch. 373), *Re Williams* (45 W. R. 519; 1897, 2 Ch. 12), and *Re Diggles, Gregory v. Edmondson* (39 Ch. D. 253), which counsel for the appellant referred to.] The last case departed from the old decisions, in which it was held that if you had special words, that, without more, raised a trust. Counsel for the appellant said in all these cases the Court of Appeal was mistaken, as they had not had called to their attention the case of *Malim v. Keighley* (2 Ves. jun. 333, 529). That had been affirmed expressly in the House of Lords. It all depends how you read these words. [His lordship read the clause, and continued:] Thus far you have got very strong words to shew that these two ladies should have the legal estate for their own absolute use and benefit. What are the words of imperative trust? [His lordship referred to the clause again.] Well now, I will firstly point out that the income in respect of which the testatrix expresses this desire does not extend to real estate, but it does extend to income, which it was said comes to her daughters respectively from the moneys and investments under the will. In my judgment there is nothing in this expression of desire which is sufficient to cut down the absolute gift of benefit to the daughters given in the early part of the will, and in those circumstances the judgment of Kekewich, J., must be affirmed.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *Levett*, K.C., and *F. Gatey*; *Ingpen*, K.C., and *E. Ford*. SOLICITORS, *Church, Rendell, & Co.*, for *A. F. Seldon*, Barnstaple; *C. W. Dommett & Son*, for *F. R. Paull*, Harrogate.

[Reported by A. R. TAYLOUR, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **EHRMANN BROS. (LIM.).** **ALBERT** *v.* **EHRMANN BROS. (LIM.).**
Kekewich, J. 18th Feb.

COMPANY—DEBENTURES—REGISTRATION—EXTENSION OF TIME—PROTECTION OF UNSECURED CREDITORS—PRIORITY—COMPANIES ACT, 1900 (63 & 64 VICT. c. 48), ss. 14, 15—DEBENTURE-HOLDERS' ACTION—FORM OF DECREE.

This was an action by the plaintiff, on behalf of himself and all other the holders of first mortgage debentures of the defendant company, to enforce the security. The company was incorporated in June, 1900, under the Companies Acts, 1862 to 1898, and it had power to issue debentures. In pursuance of a resolution passed in July, 1900, an issue was made during the years 1900-1903 of first mortgage debentures, of which there were debentures outstanding for £13,050, some being for £50 and others for £100, but the terms otherwise being in effect identical. By each £100 debenture the company agreed to pay the registered holder the principal sum of £105 on the 1st of July, 1915, or on such earlier day as the principal money became payable under the terms endorsed upon the debenture, and in the meantime to pay interest at 5 per cent. half-yearly on the 1st of July and the 1st of January in each year, and the company thereby charged with such payments its undertaking and all its property present and future, including uncalled capital. The conditions provided that the charge should be a floating security, and that the principal moneys should become immediately payable if (*inter alia*) an effective resolution should be passed for winding up the company. Some of the debentures were not issued until after the 1st of January, 1901, the day on which the Companies Act, 1900, came into force, but by inadvertence these debentures had not been registered under the requirements of that Act. By an order of Swinfen Eady, J., dated the 24th of July, 1903, the time for registration of these debentures was extended to the 14th of August, 1903, but such order was without prejudice to the rights of persons acquired prior to the date of registration. The plaintiff was the registered holder of three of these debentures, all dated the 6th of December, 1902, to secure (in all) £250 and interest. The company made default in payment of the half-yearly interest due to the plaintiff on his debentures on the 1st of July, 1903, and on the 9th of November, 1903, an extraordinary resolution was passed for the winding up of the company. Prior to this—viz., on the 6th of November, an order was made in this action for the appointment of a receiver of the undertaking and property of the company, and on the 7th of November a creditors' petition was presented for the winding up of the company. The petition had for one of its objects the settling of the question of priorities between such of the debentures as were not registered at the time of their issue, and the claims of unsecured creditors whose debts were subsisting at the date of the registration of such debentures. This question had arisen and been left open in the case of *Re I. C. Johnson & Co. (Limited)* (1902, 2 Ch. 101, 108). At the hearing of the petition the company and the plaintiff in this action undertook to consent to the petitioners applying in the action for liberty to attend at their own expense for the purpose of obtaining inquiries as to the priority of debentures over unsecured creditors, and on this undertaking being given the petition was dismissed. The action now came on upon motion for judgment. The petitioners attended and objected to the minutes—first, on the ground that they contained a declaration of charge; and secondly, because they contained no special inquiries as to the respective priorities of debenture-holders and unsecured creditors, and they applied to be added as defendants.

KEKEWICH, J., said that there was as yet no decision as to the real position of unsecured creditors in such a case; he must, therefore, direct inquiries, which would leave the question as to their position still open; in addition to the usual accounts and inquiries there would be the two further inquiries directed—viz., "(1) an inquiry at what dates respectively the several debentures directed to be registered by the order of the 24th of July, 1903, were in fact registered; and (2) an inquiry whether any and which of the unsecured creditors of the defendant company at the respective dates of registration aforesaid still remain unsatisfied." The petitioners would have liberty to attend on those inquiries, but his lordship declined to join them as defendants, and the costs of their attendance that day and upon the inquiries would be reserved. His lordship saw no reason for omitting the declaration of charge in this case, since it would not prejudice the rights of the unsecured creditors, although his lordship had frequently expressed his own opinion that the insertion of such a declaration in these cases was unnecessary.—COUNSEL, *Gore Browne*, K.C., and *Ford*; *Clauson*; *Ashton Cross*. SOLICITORS, *Harris, Chetham, & Cohen*; *Arthur S. Joseph*; *Tamplin, Tayler, & Joseph*.

[Reported by ALAN C. NESBITT, Esq., Barrister-at-Law.]

Re **CHURCH STRETTON MINERAL WATER CO. (LIM.).** Byrne, J. 20th Feb.

PRACTICE — DEBENTURE-HOLDERS' ACTION—SHORT CAUSE—AFFIDAVITS IN SUPPORT.

This was a debenture holders' action which the master had directed to be set down as a short cause to come on with minutes of the proposed order. Upon the hearing,

BYRNE, J., held that in cases like the present, which came on as short causes without pleadings or notice of motion, copies of the affidavits in support should be left with the papers for the use of the judge.—COUNSEL, *H. E. Wright; Ryland; Llewellyn Williams.* SOLICITORS, *Chester, Broome, & Griffithes; Woodcock, Ryland, & Parker; A. W. Osmond.*

[Reported by PERCY H. WINFIELD, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

ALTON URBAN DISTRICT COUNCIL (Appellants) *v.* SPICER (Respondent). Div. Court. 1st March.

RATING—GENERAL DISTRICT RATE—SPORTING RIGHTS—RATING ACT, 1874 (37 & 38 VICT. c. 54), ss. 3, 6 (2)—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT. c. 55), s. 211.

Case stated by justices for the petty sessional division of Alton. The question raised was as to the rating of shooting rights. The respondent had for some years rented the shooting over certain lands, being arable meadow or pasture ground and woodlands, in the parish of Alton. The general district rate was properly made on the 26th of March, 1903, and was good on the face of it, at 1s. 11d. in the pound on a rateable value of £56, and the said rate, amounting to £5 7s. 4d., had been duly demanded from the respondent, who it appeared had never been in the habit of paying more than one-fourth of the general district rate. The respondent declined to pay the sum of £5 7s. 4d., but made a legal tender of £1 6s. 10d., which tender was refused by the collector of the appellant council in accordance with instructions received by him. In 1895 the Alton Local Board, the appellants' predecessors, sought to recover from the respondent the sum of £5 12s. for the general district rate, and the court of summary jurisdiction decided that he was only liable to be assessed in respect of his right of shooting in the proportion of one-fourth only of the net annual value thereof. The justices in the present case decided that the respondent was only assessable in the proportion of one-fourth of the annual value of the sporting rights, and as he had made a legal tender of such fourth, they refused to make any order on the complaint which had been taken out by the appellants to recover the full amount of the rate. The question for the opinion of the court was whether they had come to a right decision. Section 211 of the Public Health Act, 1875, provides that, "with respect to the assessment and levying of general district rates under this Act the following provisions shall have effect—namely, . . . (*b*) the owner of any tithes, or of any tithe commutation rent-charge, or the occupier of any land used as arable meadow or pasture ground only or as woodlands . . . shall be assessed in respect of the same in the proportion one-fourth part only of such net annual value thereof." For the appellants it was contended that sporting rights, as such, were made rateable for the first time by the Rating Act, 1874, and as they did not come within the definition in section 211 (*b*) of the Public Health Act, 1875, they were rateable at the full amount. The following cases were referred to: *Eyton* v. *Overseers of Mold* (29 W. R. 122, 6 Q. B. D. 13), *Holywell Union* v. *Halkyn Drainage Co.* (1895, A. C. 117, 43 W. R. Dig. 131).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said that prior to the Rating Act, 1874, shooting rights, as such, were not rateable, but the fact that there were shooting rights was allowed to be used as shewing that the land had an enhanced value. By the Act of 1874 it was provided (section 3) that the Poor Rate Acts were to extend to, *inter alia*, "rights of fowling, of shooting, of taking or killing game or rabbits, and of fishing, when severed from the occupation of the land." Therefore a new rateable hereditament was thereby created which, on the face of it, was independent of the ordinary occupation of the land. Section 6, subsection 2, of the same Act provided that "where any right of sporting, when severed from the occupation of the land, is let, either the owner or the lessee thereof, according as the persons making the rate determine, may be rated as the occupier thereof." It could not be contended that the owner of the sporting rights was not liable to be rated. The respondent was not the occupier of land used as "arable meadow or pasture ground"; he was the occupier of a special hereditament which had been made rateable by the Act of 1874. The justices had therefore come to a wrong determination, and the respondent was liable for the full amount of the rate.

WILLS and KENNEDY, JJ., delivered judgment to the same effect. Appeal allowed.—COUNSEL, *Foote*, K.C., *S. H. Emanuel*, and *W. C. Bernard*; *M. M. Maughten*. SOLICITORS, *Church, Adams, & Prior*, for *W. B. Trimmer*, Alton; *Cunliffes & Davenport*, for *Bailey & White*, Winchester.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

DUNN (Appellant) *v.* HOLT (Respondent). Div. Court. 1st March.

HIGHWAY—OBSTRUCTION—REASONABLE USER—APPARATUS FOR REMOVING DUST FROM AND CLEANING HOUSES.

Case stated by R. O. B. Lane, Esq., metropolitan magistrate at the West London police-court, on an information laid by the respondent against the appellant under section 54 of the Metropolis Police Act, 1839, for wilfully causing an obstruction in Trebovir-road by means of a truck, which the appellant caused, about 13.30 a.m., to be placed on the carriage-way opposite a house. The truck contained an apparatus for removing dust from and cleaning houses and their contents. This apparatus consisted of a motor, driven by petrol, which, by creating a vacuum, caused the dust and dirt to pass from the house through indiarubber tubes into a receptacle on the truck. The tubes were passed from the truck over the pavement for foot-passengers, but in such a manner and at such a height as not to interfere with any persons using the pavement or carriage-way. The noise made by the motor was considerable, and not unlikely to frighten horses and prevent persons driving them from passing near. The appellant was in the employment of the British Vacuum Cleaner Co. (Limited), the owners of the truck and apparatus, who were employed by the occupier of the house to remove the dust and dirt and clean the house. The truck and apparatus remained opposite the house from 10.30 a.m. till 5.30 p.m., which was not longer than was necessary to remove the dust and dirt into the receptacle and clean the house. The process went on continuously, and the truck, with the apparatus and the receptacle containing the dust, was driven away. The carriage-way was 30ft. wide, the pavement was 10ft. wide, the length of the truck, which stood lengthwise beside the pavement, was 6ft., and its breadth 2ft. 8in. Sufficient carriage-way was left to enable vehicles to pass, and there was no evidence that any one was actually prevented from passing along the street or that any individual was incommoded. Between the 1st of June and the 2nd of July, 1903, 721 houses in London had been cleaned in this way by the company. The magistrate was of opinion that the acts of the appellant amounted to a wilful obstruction within section 54 (6), unless they could be justified as a reasonable temporary appropriation of part of the roadway for a reasonable purpose of business, unaccompanied by any unreasonableness in the time chosen, substantial excess in the time and space occupied, or other elements converting the operations into a common law nuisance. He held that the business purpose and the time selected were reasonable, and that neither the time nor the space occupied was excessive, but that the system was not necessary to the ordinary comfort of life and was still in the experimental stage and could not be regarded as an incident of every-day life, and that the noise and the collection of sight-seers might be productive of discomfort to occupants of houses and to people using the street, which could scarcely be described as trivial. On the whole he came to the conclusion that the appellant had not made out any legal justification for his appropriation of the roadway, and accordingly he convicted him. The question for the opinion of the court was whether on the facts as stated the decision of the magistrate was right. The following cases were cited: *Original Hartlepool Collieries Co.* v. *Gibb* (5 Ch. D. 713), *Attorney-General* v. *Brighton and Hove Co-operative Supply Association* (48 W. R. 314; 1900, 1 Ch. 276), *Horner* v. *Cadman* (34 W. R. 413, 55 L. J. M. C. 110), and *Vestry of Chelsea* v. *Stoddard* (43 J. P. 782).

THE COURT (Lord ALVERSTONE, C.J., and WILLS and KENNEDY, JJ.) allowed the appeal.

Lord ALVERSTONE, C.J., in giving judgment, said that every case of this kind where a person was summoned for wilful obstruction must depend on the particular facts. The magistrate had stated facts shewing that there was no evidence of an offence. He found that the business purpose was reasonable, that the time selected was reasonable, that neither the time nor the space occupied was excessive, but that the system was not necessary to comfort and was still experimental, and that the noise and the collection of sightseers might be productive of inconvenience to occupants of houses. Having found that the user was reasonable and that there was no obstruction in fact, the magistrate nullified the effect of those findings by saying that the system was still experimental and might be productive of discomfort, and he applied a test that ought not to be applied. There was no evidence of wilful obstruction.

WILLS and KENNEDY, JJ., delivered judgment to the same effect. Appeal allowed.—COUNSEL, *Danckwerts*, K.C., and *R. E. Vaughan Williams*; *Macmorran*, K.C., and *A. Gill*. SOLICITORS, *Hastie*; *Wontner & Sons*.

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

ROBINSON *v.* BURNELL'S VIENNA BAKERY CO. AND ANOTHER. Channell, J. 25th Feb.

COMPANY—DEBENTURE—FLOATING SECURITY—EXECUTION CREDITOR—AGREEMENT BY COMPANY WITH SHERIFF TO PAY OFF JUDGMENT DEBT FROM DAILY TAKINGS BY INSTALMENTS—CLAIM BY DEBENTURE-HOLDERS TO THE INSTALMENT SO PAID TO SHERIFF.

This case came before the court on an order made by Lawrance, J., in chambers upon interpleader proceedings for a decision upon a point of law barring a claim made by debenture-holders against an execution creditor. The company was registered on the 23rd of February, 1903, there being 3,500 shares of £1 each. On the 27th of February, 1904, four days later, five debentures were issued for £100 each. The company got into difficulties, and on the 24th of October the sheriff went into possession under a writ of *fi. fa.* On the 21st of November an order was made by Farwell, J., appointing a receiver and manager. The sheriff was about to seize the stock-in-trade, but to avoid this an agreement was made with him by which he was to receive from the daily takings £3 5s. a day—£3 being towards payment off of the debt and 5s. for expenses. The debenture-holders claimed to recover the money paid against the debt of the execution creditor in this way to the sheriff. For the claimant it was argued that he was entitled to the money in the hands of the sheriff as receiver on behalf of the debenture-holders, and the question turned on whether the money was paid to the sheriff as agent for the execution creditor or as a legal officer and the money paid remaining in the custody of the law. For the execution creditor it was contended that the money paid to avoid a sale was in the same position as money paid under a

garnishee order and became the absolute property of the execution creditor. This was not the case of goods in charge of the sheriff, which would be subject, no doubt, to the rights of the debenture-holders. Debentures gave the holders thereof a floating charge on all the assets of the company, subject to a licence to use and deal with the said assets in the ordinary course of business. In *Robson* v. *Smith* (1895, 2 Ch. 118) it was laid down that money, even though paid under compulsion in the ordinary course of business, could not be recovered, and here there was an express agreement on good consideration under which the money now sought to be recovered had been paid.

CHANNELL, J., in giving judgment, said the case presented some difficulty, as none of the authorities quite covered it. The conclusion he had come to, however, was that the claim of the execution creditor must prevail in this case, because in his opinion it must be taken that these daily payments of £3 out of the takings were payments to the judgment creditor on account of his debt made him in consideration of his not pressing on his execution. It was apparently paid as part payment of the company's debt, and with the assent of the execution creditor under an agreement, the object of which was that the company might continue to carry on business. Did this payment of an instalment of a debt under pressure determine the licence given by the debenture-holders to the company's manager to use the assets in the ordinary course of business. He thought not. *Robson* v. *Smith* was an authority for holding that money so paid could not be recovered. There must be judgment for the execution creditor with costs.—COUNSEL, *Colam; Muir Mackenzie.* SOLICITORS, *A. H. Crickman; Hatchett Jones.*

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **ROWE.** *Ex parte* **DERENBURG.** Buckley, J. 29th Feb.

BANKRUPTCY—PROOF—WITHDRAWAL—SUBSTITUTION OF FRESH PROOF—PAYMENT TO CREDITOR BY STRANGER—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52) SCHEDULE II., R. 22—BANKRUPTCY RULES, 1886, RR. 225-229.

Appeal by creditors from the rejection of a proof by the trustee in the bankruptcy. The appellants, Derenburg & Co., were stockbrokers who had had dealings with the bankrupt, and at the date of the receiving order in January, 1903, he owed them £20,368, which they had lent to him upon the security of share certificates which turned out to have been forged. Messrs. Bewick, Moreing, & Co., of whose firm the bankrupt had been a member, while not admitting any liability on account of the bankrupt's acts, sent the appellants on the 3rd of June, 1903, a cheque for £6,500 as a voluntary payment in consideration of the losses they had incurred by Rowe's criminal acts. The appellants sent in their first proof on the 3rd of July, 1903, claiming £13,868 and giving credit for the £6,500 paid to them by Bewick and Moreing. Some correspondence relative to the proof ensued between the appellants and the trustee, and the proof had not been formally admitted by the 5th of November, when the appellants presented a second proof, in substitution for the first, claiming the total sum of £20,368. This proof was presented by the appellants in consequence of their having been advised that Bewick, Moreing, & Co. could not put in any proof for the £6,500 paid by them, and that they themselves were entitled to prove for the whole amount they had lent to the bankrupt without giving credit for the money voluntarily paid by Bewick and Moreing. Upon the 1st of December the trustee admitted the first proof for £13,368, and subsequently rejected the second proof, giving as reasons for his rejection—firstly, that the creditors were not entitled to withdraw their first proof and substitute another without the leave of the court; secondly, that they were bound to give credit for the £6,500 paid by Bewick and Moreing. Derenburg & Co. appealed.

BUCKLEY, J., decided against both contentions of the trustee, holding, firstly, that they were entitled to present a fresh proof without leave, because at the time when they did so the first proof had not been admitted, nor had the trustee given any intimation that he intended to admit it. On the second point his lordship held that the £6,500 had not been tendered or accepted as part of the debt due from the bankrupt, but was a voluntary payment made in consideration of the fact that the creditors had sustained losses by the acts of a person for whom Bewick and Moreing considered themselves in some way morally responsible. It was, therefore, not necessary to give credit for it in the proof, which must be admitted for the whole amount. Appeal allowed.—COUNSEL, *H. Reed*, K.C., and *Bannerman; Muir Mackenzie.* SOLICITORS, *Cecil F. Dunn; Morley & Shirreff.*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Re **BROWNE.** *Ex parte* **MARTINGELL.** Buckley, J. 29th Feb.

BANKRUPTCY—PROOF—GAMBLING DEBT—GAMING ACT, 1892 (55 & 56 VICT. c. 9).

Appeal by a creditor from the rejection of his proof by the trustee in the bankruptcy. The creditor, Martingell, had acted as agent for the bankrupt in making bets with bookmakers, and in 1900 the bankrupt owed him £800 on account of bets paid by Martingell on the bankrupt's account. Martingell brought an action for the amount, but the bankrupt pleaded the Gaming Act of 1892 and won the case both in the King's Bench Division and in the Court of Appeal. Martingell subsequently wrote to the secretaries of the clubs of which the bankrupt was a member informing them of the bankrupt's conduct. The bankrupt thereupon approached Martingell with a view to settlement of the matter, and it was agreed between them that if the bankrupt would pay £100 in cash and give bills for the remainder, then Martingell would write to the club secretaries withdrawing his letters. The bankrupt paid £100 and gave the bills, and Martingell withdrew the letters to the clubs. Some of the bills, however, were not met, and upon Browne subsequently becoming bankrupt Martingell proved in the bankruptcy for the amount due upon the bills. The trustee rejected the proof upon the ground that the bills were given for "an illegal consideration."

BUCKLEY, J., held that the bills had not been given in consideration of the gaming debts, those were dealt with in the action brought by Martingell and done with. The bills in question were given for an entirely new consideration—namely, in consideration of Martingell withdrawing the letters which he had written to the secretaries of the clubs of which the bankrupt had been a member. That was not an "illegal consideration," and the trustee was wrong in rejecting the proof upon that ground. Appeal allowed.—COUNSEL, *H. Reed*, K.C., and *Simmonds; Muir Mackenzie.* SOLICITORS, *J. J. Hands; Andrew Wood, Purves, & Sutton.*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Obituary.

Sir John Scott.

Sir John Scott, K.C.M.G., D.C.L., barrister-at-law, died on Tuesday. He was the son of Mr. Edward Scott, solicitor, of Wigan, Lancashire, and was educated at Pembroke College, Cambridge. He was called to the bar in 1865, and joined the Northern Circuit; but his health failing, he went to Egypt, where he obtained a good practice in the British Consular Court. In 1874 he was appointed a member of the new International Court of Appeal for Egypt, of which he became Vice-President. In 1882 he was appointed a Judge of the High Court at Bombay, and in 1890 became Judicial Adviser to the Khedive of Egypt, and held that position until 1898, when he was compelled to return to England on account of ill-health. On his return he received the freedom of the borough of Wigan, his college conferred on him an honorary fellowship, and his University the D.C.L. In 1898 he was appointed Deputy-Judge Advocate-General to her Majesty's Forces.

Legal News.

Appointments.

Mr. H. H. COPNALL, solicitor, town clerk of Rotherham, has been appointed Clerk of the Peace and Clerk to the County Council of Nottinghamshire, to fill the vacancy caused by the resignation, through failing health, of Mr. Jesse Hind. Mr. Copnall was admitted in 1888.

Changes in Partnerships.

Dissolutions.

JOHN GALSWORTHY and EDWIN HENRY GALSWORTHY, solicitors (J. & E. H. Galsworthy), 12, Old Jewry-chambers, London. Feb. 18. The business will be carried on in the future by the said Edwin Henry Galsworthy at the same address.

HENRY SNOW, HENRY ARTHUR PEAKE, and NORMAN EDWARD SNOW, solicitors (Peake, Snow, & Son), Sleaford, Lincoln. Feb. 20. So far as regards the said Henry Snow, who retires from the firm. [*Gazette*, Feb. 23.

MATTHEW EDWARD WILLIAMS and GEORGE NEVILLE, solicitors, Winchester House, London. Feb. 20. [*Gazette*, Feb. 26.

JOHN YARDE and RICHARD CRESWELL LOADER, solicitors (Yarde & Loader), 1, Raymond-buildings, Gray's-inn, London. Feb. 29. The said Richard Creswell Loader has retired from the said firm; the said John Yarde will continue to practise at 1, Raymond-buildings, aforesaid, on his sole behalf, and under the style of Yarde & Co. [*Gazette*, March 1.

General.

On the 25th ult. in the House of Lords the Lord Chancellor presented a Bill for the prevention of corruption, and the Bill was read a first time

It is stated that Mr. Justice Wright has greatly improved in health since his stay at Penzance, and fully expects to resume his judicial duties at the Easter sittings.

Lord Justice Vaughan Williams will preside at the annual dinner of the United Law Society, which will take place at the Hotel Cecil on Wednesday, the 23rd of March.

Mr. R. O. B. Lane, K.C., one of the magistrates at the West London police-court, resumed his duties at that court on Monday, after an absence through illness of nearly three months.

In the course of summing up in a case in which the jury at a previous trial had failed to agree, Sir F. Jeune said it was a great blot upon our present judicial system that there was no way of deciding a case when the jury disagreed.

It is announced that Mr. Justice Walton, who will be the Easter vacation judge, has fixed Thursday, the 7th of April, as the day when he will attend at King's Bench judge's-chambers to hear vacation summonses and applications.

In the House of Commons in reply to a question by Mr. Marshall Hall, K.C., whether a Bill would be introduced to relieve county court judges of the burden of finding and paying out of their own pockets the deputies who sit for them, the Chancellor of the Exchequer replied, by printed answer, that "any legislation by the Government in relation to the county courts will be in the hands of the Lord Chancellor, to whom I will communicate the hon. and learned member's suggestions."

Judge Parry, in the article in the *Cornhill Magazine*, to which we refer elsewhere, says that he rebuked a feeble looking man for supporting a ridiculous claim made by his wife. "I tell you candidly I don't believe a word of your wife's story," said Judge Parry. "Yer may do as yer like," replied the man mournfully, "but I've got to." He adds that he once overheard the comments of two men against whom he had decided. "E's a fool, a———fool, but 'e did 'is best," was the verdict of the disappointed suitors.

A singular difficulty has, says the *Daily Mail*, arisen in the Dublin courts on an application for a change of venue for the hearing of a slander action. The slander is alleged to have been uttered in the County of Waterford, and it was argued that as the Irish spoken in Waterford could not be understood in Dublin, the trial could not conveniently take place in the latter city. "I have searched the Irish dictionary in the library of the Four Courts," said counsel, "and I cannot find the words complained of in the action." The parties will, therefore, settle their vernacular troubles in Waterford.

The story of the French humorist who has been presented with a silver-ornamented coffin by a grateful undertaker whom he had mentioned in his latest story is, says the *Globe*, not without a parallel in the Lincoln's-inn store of anecdotes. The late Mr. E. K. Karslake, Q.C., while canvassing at Colchester in the seventies, is said to have asked an elector to make him two trunks. "But I'm not a trunk-maker," said the disappointed tradesman. "What are you then?" inquired the candidate. "I'm an undertaker," was the answer. "Very well, then," said the learned gentleman, "make me a coffin instead." When the coffin arrived at his London residence there were members of his family who strongly objected to giving it house room. "Very good," he rejoined, "I'll have it sent to my chambers; it will serve as a receptacle of Beavan's Reports."

The position of legal member of the council of the Viceroy is, says the *Daily Telegraph*, a great one, and is suitably endowed. When Thomas Babington Macaulay accepted the newly created post in 1834 the salary attached to it was £10 000 a year. The emoluments have shrunk somewhat since then, but Mr. Erle Richards will, nevertheless, receive a quarterly stipend of 20,000 rupees, or, to speak in more intelligible language, £5,333 per annum. The chief objection to the office is its short duration. After five fat years it comes to an end. Nor does it carry in its train a pension. Many distinguished men have counselled the Viceroy in this capacity. When Lord Macaulay went to India to teach the young idea how to legislate he had not enjoyed much personal experience of the law. His practice at the bar had, indeed, been limited to a single appearance at quarter sessions, when, as the representative of the Crown, he prosecuted a boy who had stolen a parcel of cocks. This did not prevent him from setting to work at once on a criminal code, and a code of criminal procedure for the whole of India. The work was completed in two years, but did not become law till 1860, when Sir Barnes Peacock ruled the land.

Lord Justice Mathew was the principal guest at a dinner given on Monday last by the Authors' Club. Mr. Anthony Hope Hawkins, who presided, said that he was in a state of unusual diffidence that night, because he had once—and once only—addressed Lord Justice Mathew in the Law Courts. Neither the brief nor the fee was his own, but he had been deputed to ask for judgment against a defendant who, to his immense relief, did not appear. They had in Lord Justice Mathew a judge who had built up the Commercial Court in the Supreme Court of Judicature; he was an Irishman—a fact of which he was neither ashamed or oblivious; and he had done them a great honour in coming there that night. Lord Justice Mathew, who was received with cheers, said his experience of life was that people received both praise and censure, neither of which they entirely deserved; therefore, as the judge said, "On the whole, justice was done." There were they, the companions of the Muses and the Graces, and, he had no doubt, of other literary ladies of great culture. The only ladies a judge knew anything about were three disagreeable spinsters known as the Fates, who accompanied him whithersoever he went; they followed him on circuit, and one, as occasion warranted it, sometimes presented him with a pair of scissors. A more conspicuous instance of the cordial relations between the two professions than that in the case of their chairman did not exist. It was thought that he might attain to a position in the law both high and dry, but the result of his years of study was that he had presented the world with "The Dolly Dialogues" and "Mr. Witt's Widow." Which of the learned judges had inspired his youthful imagination to give those two performances he could not say, but he thought the fascinating widow must have been suggested by Mr. Justice Hawkins, while another popular character might have been suggested by Mr. Justice Wright.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, March 7	Mr. Beal	Mr. Farmer	Mr. Godfrey	Mr. Jackson
Tuesday 8	Carrington	King	R. Leach	Pemberton
Wednesday 9	Pemberton	Farmer	Godfrey	Jackson
Thursday 10	Jackson	King	R. Leach	Pemberton
Friday 11	R. Leach	Farmer	Godfrey	Jackson
Saturday 12	Godfrey	King	R. Leach	Pemberton

Date	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, March 7	Mr. Church	Mr. Theed	Mr. Carrington	Mr. Greswell
Tuesday 8	Greswell	W. Leach	Beal	Church
Wednesday 9	Church	Theed	Carrington	W. Leach
Thursday 10	Greswell	W. Leach	Beal	Theed
Friday 11	Church	Theed	Carrington	King
Saturday 12	Greswell	W. Leach	Beal	Farmer

The Property Mart.

Sale of the Ensuing Week.

March 9.—Messrs. E. & S. Smith, at the Mart, at 2:—Notting Hill: Four Family Residences, Nos. 89, Ladbroke-grove, 52 and 54, Elgin-crescent, and 57, Blenheim-crescent, let at £255 per annum.—Clerkenwell: Two convenient Dwelling-houses, Nos. 7 and 15, Baker-street, Lloyd-square, and Cottage in rear, No. 29a, St. Helen's-place; total rentals £105 per annum.—Walworth: Off-licence Premises, known as No. 1, Surrey-grove, near "Dun Cow"; underleased for whole term at £10 10s. Solicitors, Messrs. Stock & Slater, London.—Notting Hill: Freehold; the commodious family Residence, No. 35, Elgin-crescent, adapted for private hotel or boarding house; rental value £100 per annum. Solicitor, Alfred Hands, Esq., London.—Brockley: Four pleasantly-situate, brick-built Residences; rentals £155 per annum. Solicitors, Messrs. Boulton, Sons, & Sandeman, London.—Fortis Green, Muswell Hill: Four Shops and Dwelling-houses. Solicitors, Messrs. Bridges, Sawtell, & Co., London. (See advertisements, Feb. 27, p. vi)

March 10.—Messrs. Chesterton & Sons, at the Mart, at 2:—Covent Garden: Freehold Business Premises, No. 50, Long-acre, let on repairing lease at £200, but estimated to be worth £400 per annum. Chiswick: Long Leasehold Shop, with Dwelling-house and Stabling; let at £80 per annum. Solicitors, Messrs. Chas. Sawbridge & Son, London. (See advertisements, Feb. 27, p. vi.)

March 11.—Messrs. Beadel, Wood, & Co., at the Mart, at 2:—Chislehurst, Kent: Freehold Residence on Chislehurst-hill, close to railway station, common, and golf links, known as Susans Wood Cottage, containing entrance-hall, dining and drawing-rooms, five bedrooms, and bathroom; with Possession. solicitors, Messrs. Van Sommer & Elers, London.—Streatham: Detached Residence, known as Lynstead, Mount Ephraim-road; in good repair; close to the High-road and Streatham-hill Station; containing four reception, seven bedrooms, and bath-room; let at £110 per annum. Solicitors, Messrs. Peters & Bolton, London. (See advertisements, Feb. 27, p. vi)

Result of Sale.

Messrs. Debenham, Tewson, Farmer, and Bridgewater sold, at the Mart, on Tuesday, the 1st inst.:—King-street, Hammersmith, on the line of the electric tramway and near to Ravenscourt Park Station: An important block of Freehold Property, with a frontage to the high road of about 123ft. and an area of about 27,000ft., comprising eight capital shops and dwelling houses, let on leases at rents amounting to £471 10s. per annum, for £10,000.—66 and 67, Brook-green, Hammersmith: Freehold Property on the north side of Brook-green, with a frontage of about 162 feet thereto and an area of about 0a. 2r. 19p., for £4,150.—11, Hilldrop-crescent, Camden-road: Residence, with garden backing on to private lawn tennis grounds, for £800.—Stamford Hill: Two Leasehold Houses, Nos. 10 and 12, Daleview-road, Stamford-hill Station (G.E.R.); let at £30 per annum each, for £555.—Palmer's Green: Four Freehold Residences, on the main road, about a mile from the railway station, for £1,620. Result, £15,800.

Winding-up Notices.

London Gazette.—Friday, Feb. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Anglo-Wyoming Oil Fields, Limited—Petn for winding up, presented Feb 18, directed to be heard March 8. Davidson & Morriss, Queen Victoria st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

Automatic General Stores, Limited—Petn for winding up, presented Feb 25, directed to be heard March 8. Miller & Co Salters Hall ct, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

Electric Timber-Seasoning and Preservation Co, Limited—Petn for winding up, presented Feb 24, directed to be heard March 8. Foss & Co, 5, Fenchurch st. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

Evart Hall, Limited—Petn for winding up, presented Feb 22, directed to be heard March 8. Ingle & Co, Broad st House, New Broad st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

Flanagan Two Reel Sewing Machine Co, Limited—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to William Sandeman, jun, Church, nr Accrington

George J. Jessup, Limited—Petn for winding up, presented Feb 22, directed to be heard March 8. Ward & Co, King st, Cheapside, solors for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

Honduras Government Banking and Trading Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts and claims, to Frederick Gimblett, 7, Adam st, Adelphi, Strand

Jones & Whittaker, Limited—Petn for winding up, presented Feb 23, directed to be heard at Ashton under Lyne, March 17. Hamer, Ashton under Lyne, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 16

Re J E Newark & Co, Limited—Creditors are required, on or before March 8, to send their names and addresses, and the particulars of their debts or claims, to Thomas Mason Daffern, Economic chmbrs, Little Park st, Coventry. Hughes & Masser, Coventry, solors for liquidator

Tano and Ashanti Syndicate, Limited—Petn for winding up, presented Feb 24, directed to be heard March 8. Morris & Co, 29, Martin's ln, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 7

United Watch and Jewellery Co, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts and claims, to Philip Mordant, 27, Gracechurch st

London Gazette.—Tuesday, March 1.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

Caduceus Steamship Co, Limited—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur Tate, Bentham blds, 37, Side, Newcastle upon Tyne. Bolam & Co, Sunderland, solors for liquidator

H. G. Millson & Co, Limited (in Liquidation)—Creditors are required, on or before April 11, to send their names and addresses, and the particulars of their debts or claims, to H E Percy Beard, 45, Bank st, Sheffield. W & A Glossop, Chesterfield, solors for liquidator

Lough South Quarry Co, Limited—Creditors are required, on or before March 30, to send their names and addresses, with particulars of their debts or claims, to Albert Holt, "Norden View," Rishton, nr Blackburn

Road Block Gold Mining Co of India, Limited—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to William Leonard Bayley, 6, Queen st pl

TATE STEAMERS, LIMITED—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to Arthur Tate, Bentham bldgs, 37, Side, Newcastle upon Tyne. Bolam & Co, Sunderland, solors for liquidator

WILCOCKS, LIMITED—Creditors are required, on or before April 13, to send their names and addresses, and the particulars of their debts or claims, to Thomas Waterworth, 16, Richmond ter, Blackburn

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Feb. 16.

BLACKBURN, RICHARD STEAD, Pontefract, York, Furniture Dealer March 31 Blackburn v Blackburn, Swinfen Eady, J Arundel, Pontefract

TODD, PARKER, Mildmay grove, Highbury April 12 Todd v Todd, Buckley, J Hilbery, South sq, Gray's inn

London Gazette.—FRIDAY, Feb. 19.

THOMAS, JOHN, Broneiddan, Nantgaredig, Llanegwad, Carmarthen, Farmer April 5 Price v Thomas, Kekewich, J Davies, Llandilo

London Gazette.—TUESDAY, Feb. 23.

JENKINS, HOWELL WILLIAM, Aston Clinton, Bucks March 22 Gough v Jenkins, Swinfen Eady, J Canning, Aylesbury

LUZAC, CORNELIUS GERBRAND, Gt Russell st, Bloomsbury, Bookseller March 22 Quaritch v Luzac, Byrne, J Hawes, Cannon st

GARDNER, JAMES, Bamber Bridge, nr Preston, Joiner March 19 Watt v Nelson, Registrar, Preston Woodcock, Bamber Bridge, nr Preston

London Gazette.—FRIDAY, Feb. 26.

BAKER, SAMUEL HART, Highbury New Park, Licensed Victualler March 18 Roome & Co v Baker, Byrne, J Lamb, 17, Ironmonger ln

GUY, WILLIAM HENRY, Lower Sydenham, Kent, Victualler March 26 Mordecai v Guy, Farwell, J Burton, Blackfriars rd

RIDINGS, JOHN GILBERT, Crown Hotel, Blackpool, Licensed Victualler March 26 Ainsworth, Clitheroe v Registrar, Preston Forshaw, Cannon st, Preston

London Gazette.—TUESDAY, March 1.

CORRY, OLIVER GEORGE, Clarendon gdns, Maida Vale, Cab Proprietor March 28 Jones v Corry, Byrne, J Durant, Guildhall chmbrs

PORT, JOHN, High st, Choriton upon Medlock, Safe Manufacturer March 31 Lofts v Smith, Registrar, Manchester Taylor, Manchester

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 26.

RECEIVING ORDERS.

ADAMS, HERBERT, Sunderland Sunderland Pet Jan 25 Ord Feb 22

BAILEY, HAYLOCK, & Co, Oxford mans, Oxford circus, Warehousemen High Court Pet Feb 5 Ord Feb 23

BECKWORTH, WILLIAM, Whitwick, Leicester, Builder Burton on Trent Pet Feb 23 Ord Feb 23

BELL, RICHARD, and WILLIAM MAHER, Prescot, Lancs, Builders Liverpool Pet Jan 30 Ord Feb 22

BIRKIN, WILLIAM A'COURT GRANVILLE, Golden Manor, Hanwell High Court Pet Dec 22 Ord Feb 23

BOLTON, JOHN PRITCHETT, Doddinghurst, Essex, Farmer Chelmsford Pet Feb 20 Ord Feb 20

BOTTEN, JAMES, Ramsgate, Baker Canterbury Pet Feb 23 Ord Feb 23

BOTTOM, ELI, Melton Mowbray, Greengrocer Leicester Pet Feb 22 Ord Feb 22

BROOKE, WILTON, Stairfoot, nr Barnsley, Essence Manufacturer Barnsley Pet Feb 23 Ord Feb 23

BROWN, ROBERT ALLISON, Newbus Grange, nr Darlington, Colliery Proprietor Durham Pet Feb 6 Ord Feb 23

BRYANT, EDGAR WILLIAM, Nether Stowey, Somerset, Grocer Bridgwater Pet Feb 24 Ord Feb 24

CHARLES, ERNEST, Worcester, Tinsmith Worcester Pet Feb 23 Ord Feb 23

COHEN, CHARLES, Swansea, Draper Swansea Pet Feb 23 Ord Feb 23

COLLARD, EDWARD DENNE, Herne Bay, Corn Merchant Canterbury Pet Feb 23 Ord Feb 23

COOK, WILLIAM, Wolverhampton, General Dealer Wolverhampton Pet Feb 22 Ord Feb 22

CORNEY, W, Hanwell High Court Pet Jan 7 Ord Feb 23

CORRIN, H W & W, Seaforth, nr Liverpool, Builders Liverpool Pet Feb 10 Ord Feb 24

COUCH, WILLIAM ALFRED, Tranmere, Chester, Homeopathic Medicine Dealer Hanley Pet Feb 24 Ord Feb 24

CRAWSHAW THOMAS, Accrington, Coal Merchant Blackburn Pet Feb 10 Ord Feb 22

DARLINGTON, JOHN WILLIAM, Chatham, Tobacconist Rochester Pet Feb 24 Ord Feb 24

DICKER, FREDERICK, Bournemouth, Greengrocer Poole Pet Feb 23 Ord Feb 23

DOWNES, JESSE, Pontymister, Mon, Licensed Victualler Newport, Mon Pet Feb 23 Ord Feb 23

EVERS, ERNEST JOHN, Hunslet, Leeds, Engineer's Fitter Leeds Pet Feb 22 Ord Feb 22

FAIRCHILD, WILLIAM HENRY, Bishopston, Bristol, General Smith Bristol Pet Feb 24 Ord Feb 24

GOOCH, CHARLES, Lamarsh, Essex, Casings Manufacturer Colchester Pet Feb 22 Ord Feb 22

HANSON, CHARLES HERBERT, Pudsey, Yorks, Coal Dealer Bradford Pet Feb 22 Ord Feb 22

HARRIS, SARAH ANN, Brighton, Boarding House Keeper Brighton Pet Feb 22 Ord Feb 22

HARVEY, HENRY, Falmouth, Builder Truro Pet Feb 24 Ord Feb 24

HILL, M, Benwell, Northumberland, Draper Newcastle on Tyne Pet Feb 10 Ord Feb 24

HORNE, MAUDE LAURA, Seven Sisters rd, Finsbury pk High Court Pet Feb 23 Ord Feb 23

HOYLE, JOHN VERNON, Luddenden, Yorks, Butcher Halifax Pet Feb 22 Ord Feb 22

HUTCHINS, JAMES ANDREW VINCENT, Ringwood, Hants Labourer Salisbury Pet Feb 24 Ord Feb 24

JUDD, ARTHUR VALENTINE, Terrington St John, Norfolk, Dealer King's Lynn Pet Feb 3 Ord Feb 24

KOECHER, O I, Ennismore gdns, South Kensington High Court Pet Jan 23 Ord Feb 24

LEE, ERNEST ADOLPHUS, Trimdon Colliery, Durham, Builder Durham Pet Feb 6 Ord Feb 23

LEVY, BARNETT, Birmingham, Tailor Birmingham Pet Feb 24 Ord Feb 24

LEWIN, JACOB, Canonbury, Secondhand Bookseller High Court Pet Feb 22 Ord Feb 22

MACK, PHILIP HORACE, East Dereham, Norfolk, Builder Norwich Pet Feb 23 Ord Feb 23

MASON, JOHN H, Blackpool, Vegetable Salesman High Court Pet Jan 8 Ord Feb 24

MEREON, ENOCH, Wrexham, Tailor Wrexham Pet Feb 23 Ord Feb 23

MELLOR, DANIEL, and JAMES MELLOR, Oldham, Coach Proprietors Oldham Pet Feb 10 Ord Feb 22

MOODY, FREDERICK GEORGE, Gt Grimsby, Milk Dealer Gt Grimsby Pet Feb 22 Ord Feb 22

MOTHERS, CHARLES HERBERT, Cambridge, Baker Cambridge Pet Feb 23 Ord Feb 23

NEWMAN, HENRY, Treslaw, Glam, Grocer Pontypridd Pet Feb 23 Ord Feb 23

OVERTON, FREDERICK WILLIAM, King's Heath, Worcester, Commercial Traveller Birmingham Pet Feb 24 Ord Feb 24

PATMORE, WILLIAM, and JOHN PATMORE, Enfield Lock, Builders Edmonton Pet Feb 22 Ord Feb 22

PHILLIPS, WALTER HENRY, Coburn st, Bow, Printer High Court Pet Feb 4 Ord Feb 21

PORTER, BARNARD JOSEPH, Darlington, Dental Art Worker Stockton on Tees Pet Feb 23 Ord Feb 23

RICHARDS, HENRY, Treherbert, Glam Collier Pontypridd Pet Feb 24 Ord Feb 24

RICHARDS, SIDNEY JOHN, Swansea, Ironmonger Swansea Pet Feb 23 Ord Feb 23

SPEIGHT, DAVID, THOMAS SPEIGHT, and JOSEPH SPEIGHT, Leeds, Paviors Leeds Pet Feb 22 Ord Feb 22

THORNTON, DICK, Barnoldswick, Yorks, Plasterer Bradford Pet Feb 24 Ord Feb 24

TIMBINBO, BENJAMIN, Bedford, Confectioner Bedford Pet Feb 22 Ord Feb 22

VERDON, PETER, Wavertree, Liverpool, Cattle Salesman Liverpool Pet Jan 27 Ord Feb 24

WARD, ROBERT, FRED WARD, WILLIAM WARD, and HARRY HOLMAN FRANCE, Ferryhill, Durham, Builders Durham Pet Feb 22 Ord Feb 22

WILLS, JOSEPH, Carnarvon, Coach Painter Bangor Pet Feb 22 Ord Feb 22

Amended notice substituted for that published in the London Gazette of Feb 19:

PRITCHARD, EDWIN JAMES, Wolverhampton, Timber Merchant Wolverhampton Pet Feb 17 Ord Feb 17

FIRST MEETINGS.

BAILEY, HAYLOCK, & Co, Oxford mans, Oxford circus, Warehousemen March 7 at 12 Bankruptcy bldgs, Carey st

BIRKIN, WILLIAM A'COURT GRANVILLE, Golden Manor, Hanwell March 8 at 12 Bankruptcy bldgs, Carey st

BOND, ARTHUR EDGAR, Gt Yarmouth, Builder March 8 at 2.45 Star Hotel, Gt Yarmouth

BOTTOM, ELI, Melton Mowbray, Greengrocer March 7 at 3 Off Rec, 1, Berridge st, Leicester

BREARLEY, JAMES BARNES, Willoughby Rectory, nr Lutterworth, Leicester, Clerk March 7 at 12.30 Off Rec, 1, Berridge st, Leicester

BROOK, WILLIAM, Newmarket, Confectioner March 7 at 2.45 The White Hart Hotel, Newmarket

BROOKE, WILTON, Stairfoot, nr Barnsley, Essence Manufacturer March 8 at 10.15 Off Rec, 7, Regent st, Barnsley

BRUNSKILL, JOHN, Liverpool, Iron Merchant March 8 at 2 Off Rec, 35, Victoria st, Liverpool

CARSON, THOMAS, Liverpool, Grocer March 8 at 12 Off Rec, 35, Victoria st, Liverpool

CARTMELL, ALFRED, Burton on Trent, Analytical Chemist March 5 at 11 Off Rec, 47, Full st, Derby

CHALLIS, WILLIAM, Bridgford, Notts, Caretaker March 8 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

CHARLES, ERNEST, Worcester, Tinsmith March 5 at 11.30 45, Copenhagen st, Worcester

CHRISTOPHER, JOSEPH SUMMERS, Melcombe Regis, Dorset, Fruiterer March 7 at 12.45 Off Rec, City chmbrs, Endless st, Salisbury

CLARKE, HANNAH, Hereford, Greengrocer March 7 at 10 2, Offa st, Hereford

COOKE, JOHN WILLIAM, Mansfield, Notts, Builder March 8 at 11.45 Off Rec, 4, Castle pl, Park st, Nottingham

CORNEY, W, Hanwell, Builder March 8 at 11 Bankruptcy bldgs, Carey st

CRESSWELL, HENRY, Leominster, Butcher March 5 at 12.30 2, Offa st, Hereford

DEVLIN, ARTHUR EDWARD, Theydon Bois, Essex, Clerk March 7 at 12 Off Rec, 14, Bedford row, London

EVANS, WILLIAM, Cardiff, Stockbroker March 8 at 12 117, St Mary st, Cardiff

EVERS, ERNEST JOHN, Beeston, Leeds, Engineer's Fitter March 7 at 11 Off Rec, 22, Park row, Leeds

FALCONER, ROBERT, Liverpool, Merchant March 9 at 12 Off Rec, 35, Victoria st, Liverpool

GIBB, ARCHIE FRANK, Strood, Kent, Painter March 7 at 11.30 115 High st, Rochester

GRAY, ALFRED, South Norwood, Dairyman March 7 at 11.30 24, Railway app, London Bridge

HANSON, CHARLES HERBERT, Pudsey, Yorks, Coal Dealer March 7 at 3 Off Rec, 29, Tyrrel st, Bradford

HARDWICKE, HENRY THOMAS, Stalham, Norfolk, Schoolmaster March 5 at 12.30 Off Rec, 8, King st, Norwich

HARLEY, JAMES, Liverpool, Provision Merchant March 8 at 2.30 Off Rec, 35, Victoria st, Liverpool

HOGBIN, THOMAS, Sturry, Kent, Dealer March 10 at 9.30 Off Rec, 68, Castle st, Canterbury

HORNABROOK, WILLIAM, Devonport, Joiner March 10 at 11 Off Rec, 3, Athenæum ter, Plymouth

HOYLE, JOHN VERNON, Luddenden, Butcher March 7 at 12 Off Rec, Town Hall chmbrs, Halifax

PHILLIPS, WALTER HENRY, Coburn st, Bow, Printer March 9 at 12 Bankruptcy bldgs, Carey st

PRATT, JAMES ROBERT EDWARD, Balham, Builders' Material Merchant March 7 at 12.30 Railway app, London Bridge

PUTTICK, WILLIAM GEORGE, Worthing, Watchmaker March 10 at 10.45 Off Rec, 4, Pavilion bldgs, Brighton

SPEIGHT, DAVID, THOMAS SPEIGHT, and JOSEPH SPEIGHT, Leeds, Paviors March 7 at 12 Off Rec, 22, Park row, Leeds

SWIFT, WILLIAM, Kingston upon Hull, Plumber March 5 at 11 Off Rec, Trinity House ln, Hull

SYMONS, TOBIAS, Penzance, Grocer March 8 at 12 Off Rec, Bocawen st, Truro

THOMPSON, SAMUEL HENRY, and JAMES EDGAR THOMPSON, Plymouth, Electricians March 8 at 11 Off Rec, 6, Athenæum ter, Plymouth

TURNER, GEORGE, Bryngwyn, Llansadwen, Carmarthen, Farmer March 9 at 3 Off Rec, 4, Queen st, Carmarthen

WHITING, ISABELLA, and FRANK WHITING, North Frodingham, Yorks, Farmers March 5 at 11.30 Off Rec, Trinity House ln, Hull

WILLIAMS, LLEWELLYN, Pontnewydd, Carpenter March 8 at 11 Off Rec, Westgate chmbrs, Newport, Mon

WRIGHT, ARTHUR, Stoke, Ipswich March 18 at 2 Off Rec, 38, Princess st, Ipswich

WRIGHT, CHARLES WILLIAM, Sydenham, Meat Salesman March 9 at 11 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

ALLSOP, ALFRED JAMES, Sutton Coldfield, Landscape Gardener Birmingham Pet Feb 19 Ord Feb 24

BANKS, ANNIE ADA, Landport, Hants, Clothier Portsmouth Pet Feb 15 Ord Feb 23

BECKWORTH, WILLIAM, Whitwick, Leicester, Builder Burton on Trent Pet Feb 23 Ord Feb 23

BILLINGS, JOHN, Clacton on Sea, Draper High Court Pet Jan 28 Ord Feb 24

BOTTEN, JAMES, Ramsgate, Baker Canterbury Pet Feb 23 Ord Feb 23

BOTTOM, ELI, Melton Mowbray, Greengrocer Leicester Pet Feb 22 Ord Feb 22

BROOKE, WILTON, Stairfoot, nr Barnsley, Essence Manufacturer Barnsley Pet Feb 23 Ord Feb 23

BRYANT, EDGAR WILLIAM, Nether Stowey, Somerset, Grocer and Draper Bridgwater Pet Feb 24 Ord Feb 24

CANOVA, ROBERT JOHN, Southwold, Jeweller Gt Yarmouth Pet Feb 3 Ord Feb 24

CHARLES, ERNEST, Worcester, Tinsmith Worcester Pet Feb 23 Ord Feb 23

COHEN, CHARLES, Swansea, Draper Swansea Pet Feb 23 Ord Feb 23

COLLARD, EDWARD DENNE, Herne Bay, Kent, Corn Merchant Canterbury Pet Feb 23 Ord Feb 23

COOK, WILLIAM, Wolverhampton, General Dealer Wolverhampton Pet Feb 22 Ord Feb 22

COUCH, WILLIAM ALFRED, Tranmere, Chester, Homeopathic Medicine Dealer Hanley Pet Feb 24 Ord Feb 24

DARLINGTON, JOHN WILLIAM, Chatham, Tobacconist Rochester Pet Feb 24 Ord Feb 24

DAVIES, JOHN, Brynmawr, Brecon, Hotel Keeper Tredegar Pet Feb 6 Ord Feb 23

DICKER, FREDERICK, Bournemouth, Greengrocer Poole Pet Feb 23 Ord Feb 23

EDWARDS, BERNARD, and HUBERT GOPSILL BROWN, Gloucester, Coal Factors Gloucester Pet Jan 18 Ord Feb 24

ELDOROUGH, ALFRED LOUIS, Copthall av, Commission Agent High Court Pet Oct 14 Ord Feb 20

EVERS, ERNEST JOHN, Beeston, Leeds, Engineer's Fitter Leeds Pet Feb 22 Ord Feb 22

FLETCHER, FREDERICK JAMES, Wylde Green, Sutton Coldfield, Physician Birmingham Pet Feb 18 Ord Feb 23

GOOCH, CHARLES, Lamarsh, Essex, Casings Manufacturer Colchester Pet Feb 22 Ord Feb 22

HANSON, CHARLES HERBERT, Pudsey, Yorks, Coal Dealer Bradford Pet Feb 22 Ord Feb 22

HARRIS, SARAH ANN, Brighton, Boarding house Keeper Brighton Pet Feb 22 Ord Feb 24

HARVEY, HENRY, Falmouth, Builder Truro Pet Feb 24 Ord Feb 24

HORLE, JOHN VERNON, Luddenden, Yorks, Butcher Halifax Pet Feb 22 Ord Feb 22

HUTCHINS, JAMES ANDREW VINCENT, Ringwood, Hants, Labourer Salisbury Pet Feb 24 Ord Feb 24

LEWIN, JACOB, Canonbury, Secondhand Bookseller High Court Pet Feb 22 Ord Feb 22

MACK, PHILIP HORACE, East Dereham, Norfolk, Builder Norwich Pet Feb 23 Ord Feb 23

MAYMON, ISAAC, Bishop's House, Camomile st, Merchant High Court Pet Jan 14 Ord Feb 24

MERSON, ENOCH, Wrexham, Tailor Wrexham Pet Feb 23 Ord Feb 23
MENDELSSOHN, SAMUEL ABRAHAM, Stoke Newington, Manufacturers' Agent High Court Pet Oct 7 Ord Feb 22
MOODY, FREDERICK GEORGE, Gt Grimsby, Milk Dealer Gt Grimsby Pet Feb 22 Ord Feb 22
MOTHERS, CHARLES HERBERT, Cambridge, Baker Cambridge Pet Feb 23 Ord Feb 23
NEWMAN, HENRY, Trealaw, Glam, Grocer Pontypridd Pet Feb 23 Ord Feb 23
OVERTON, FREDERICK WILLIAM, King's Heath, Worcester, Commercial Traveller Birmingham Pet Feb 24 Ord Feb 24
PATMORE, WILLIAM, and JOHN PATMORE, Enfield Lock, Builders Edmonton Pet Feb 22 Ord Feb 22
POSTER, BARNARD JOSEPH, Darlington, Dental Art Worker Stockton on Tees Pet Feb 23 Ord Feb 23
RICHARDS, HENRY, Blaencwm, Treherbert, Glam, Collier Pontypridd Pet Feb 24 Ord Feb 24
SPEIGHT, DAVID, THOMAS SPEIGHT, and JOSEPH SPEIGHT, Leeds, Paviors Leeds Pet Feb 22 Ord Feb 22
THORNTON, DICK, Barnoldswick, Yorks, Plasterer Bradford Pet Feb 24 Ord Feb 24
TERESH, ROSA, Wakefield, Flock Manufacturer Wakefield Pet Jan 30 Ord Feb 20
TIBBDOM, BENJAMIN, Bedford, Confectioner Bedford Pet Feb 22 Ord Feb 23
VASSIE, ALFRED, Romford rd, Manor Park, Cycle Dealer High Court Pet Dec 21 Ord Feb 22
WARD, ROBERT, FRED WARD, WILLIAM WARD, and HARRY HOLMAN FRANCE, Ferryhul, Durham, Builders Durham Pet Feb 22 Ord Feb 22
WARNE, CHARLES WILLIAM, Gower st, Pianoforte Dealer High Court Pet Feb 1 Ord Feb 24
WILLS, JOSEPH, Carnarvon, Coach Painter Bangor Pet Feb 22 Ord Feb 22

Amended notice substituted for that published in the London Gazette of Feb 16:

THORPE, FREDERICK, Ore, Hastings, Builder Hastings Pet Feb 13 Ord Feb 13

London Gazette.—TUESDAY, March 1.

RECEIVING ORDERS.

ANDREWS, HENRY WILLIAM, Saltley, Birmingham, Brass Finisher Birmingham Pet Feb 25 Ord Feb 25
BALDWIN, SAMUEL, Thurlby, Lincs, Farmer Peterborough Pet Feb 26 Ord Feb 26
BARRELL, GEORGE HENRY, Belvedere, Erith, Kent, Clerk Rochester Pet Feb 25 Ord Feb 25
BATE, ISAAC, Walsall, Bridle Cutter Walsall Pet Feb 25 Ord Feb 25
BOWER, WILLIAM HENRY, Nelson, Lancs Burnley Pet Feb 25 Ord Feb 25
BROWN, HENRY, Leeds, Commercial Traveller Leeds Pet Feb 25 Ord Feb 25
CANNING, PHILIP STONEHAM, Leighton Buzzard, Beds, Chemist Luton Pet Feb 26 Ord Feb 26
CANNON, GEORGE, Oldham, Gardener Oldham Pet Feb 26 Ord Feb 26
COWLEY, ALFRED, Birkenhead, Tailor Birkenhead Pet Feb 27 Ord Feb 27
CROSS, SOLOMAN HAWORTH, Heysham, Morecambe, Plumber Preston Pet Feb 12 Ord Feb 26
CURR, DAVID, Stretford, Merchant Salford Pet Feb 25 Ord Feb 25
DUNFORD, FREDERICK THOMAS, Ewell, Surrey, Baker Croydon Pet Feb 23 Ord Feb 23
EDNEY, ARTHUR, Brighton, House Furnisher Brighton Pet Feb 27 Ord Feb 27
ELDEN, ARMANDUS, Twickenham, Shipping Merchant High Court Pet Feb 5 Ord Feb 26
FALKMAN, JOSEPH, Abertillery Tredegar Pet Feb 27 Ord Feb 27
FISHBURN, JAMES, Thornaby on Tees, Labourer Stockton on Tees Pet Feb 26 Ord Feb 26
GODDARD, ERNEST, Edale, Derby Stockport Pet Feb 11 Ord Feb 25
GOODWIN, WILLIAM, Mincing ln, Merchant High Court Pet Feb 25 Ord Feb 25
HARMER, JAMES DORKIN, Windsor, Chemist Windsor Pet Feb 26 Ord Feb 26
HARVEY, JAMES ROBERT, Mutford, Suffolk Gt Yarmouth Pet Feb 27 Ord Feb 27
HALLEWOOD, HARRY, Wolverhampton, Confectioner Wolverhampton Pet Feb 26 Ord Feb 26
HOOD, FRANKLIN, and JAMES KAY, Leicester, Engineers Leicester Pet Feb 27 Ord Feb 27
HOOPER, WILLIAM, Cricklewood, Builder High Court Pet Nov 24 Ord Feb 26
JONES, CATHERINE ANN, Brynmawr, Brecon, Draper Tredegar Pet Feb 26 Ord Feb 26
MASSEY, SAMUEL ASHTON, Higher Broughton, Lancs, Carver Salford Pet Feb 26 Ord Feb 26
NAGELKOP, HYMAN, Walworth rd, Draper High Court Pet Feb 20 Ord Feb 27
NEARY, JAMES ERNEST ALBERT, East Dulwich, Clerk High Court Pet Feb 26 Ord Feb 26
NICHOLSON, THOMAS ALFRED, Castle st, Oxford st, Manufacturing Upholsterer High Court Pet Feb 26 Ord Feb 26
PICKERING, JOSEPH THOMPSON, Ilford, Engineer High Court Pet Feb 25 Ord Feb 25
REES, DAVID, Sennybridge, Brecknock, Contractor Merthyr Tydfil Pet Feb 26 Ord Feb 26
RICHARDS, ERNEST WELCOME, Birmingham, Fruiterer Birmingham Pet Feb 26 Ord Feb 26
SPENCER, STANLEY, Aberdeen pk, Highbury, Aeronaut High Court Pet Feb 6 Ord Feb 25
STEVENSON, CHARLES ANTHONY, Wroxham, Norfolk, Blacksmith Norwich Pet Feb 27 Ord Feb 27
SUTCLIFFE, JOHN, Littleborough, Lancs, Cotton Manufacturer Rochdale Pet Feb 12 Ord Feb 25
THOMAS, TOM, Wanswell, nr Berkeley Gloucester Pet Feb 27 Ord Feb 27
TISDALE, THOMAS, Birmingham, Butcher Birmingham Pet Feb 26 Ord Feb 26
TURNER, DANIEL, Wednesbury, Timber Merchant Walsall Pet Feb 13 Ord Feb 23

WESTBY, JOSEPH WATKINSON, Bedford, Rustic House Builder Bedford Pet Feb 27 Ord Feb 27
WRIGHT, GEORGE EDWARD, Sheffield, Clothier Sheffield Pet Jan 29 Ord Feb 25

FIRST MEETINGS.

AMBIDGE, GEORGE HENRY, Northampton, Butcher March 9 at 12 Off Rec, Bridge st, Northampton
BARKER, ARTHUR, Wicker, Sheffield March 9 at 12 Off Rec, Figtree ln, Sheffield
BARRELL, GEORGE HENRY, Belvedere, Kent, Clerk March 14 at 12 115, High st, Rochester
BOTTEN, JAMES, Ramsgate, Baker March 10 at 9 Off Rec, 68, Castle st, Canterbury
BROWN, HENRY, Leeds, Commercial Traveller March 9 at 11 Off Rec, 22, Park row, Leeds
BRYANT, EDGAR WILLIAM, Nether Stowey, Somerset, Grocer March 9 at 2.30 W H Tamlyn, High st, Bridgwater
BYGRAVE, POWERS ARTHUR, Hill Top, Greasley, Notts, Builder March 9 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
CLARKE, WILLIE, Kings Norton, Worcester, Builder March 10 at 11 174, Corporation st, Birmingham
CLARKSON, THOMAS WILLIAM, Staines, Fishmonger March 10 at 11.30 24, Railway app, London Bridge
COBB, ALEXANDER HENRY, and RUSSELL GEORGE PITTARD, Yeovil, Glove Manufacturers March 14 at 12.30 Three Choughs Hotel, Yeovil
COBBIN, H W & W, Seaforth, nr Liverpool, Builders March 9 at 2 Off Rec, 35, Victoria st, Liverpool
DARLINGTON, JOHN WILLIAM, Chatham, Tobacconist March 14 at 11.30 115, High st, Rochester
DUNFORD, FREDERICK THOMAS, Ewell, Surrey, Journeyman Baker March 9 at 11.30 24, Railway app, London Bridge
ELDEN, ARMANDUS, Twickenham, Shipping Merchant March 10 at 11 Bankruptcy bldgs, Carey st
FAIRCHILD, WILLIAM HENRY, Bishopston, General Smith March 9 at 11.30 Off Rec, 26, Baldwin st, Bristol
FOX, ERNEST, Sheffield, Printer March 9 at 12.30 Off Rec, Figtree ln, Sheffield
GARDEL, ALBERT JULES, Handsworth, Teacher of Languages March 11 at 11 174, Corporation st, Birmingham
HANDLEY, JOSEPH HARRY, Widnes, Butcher March 10 at 10.30 Off Rec, 35, Victoria st, Liverpool
HARRIS, SARAH ANN, Brighton, Boarding house Keeper March 10 at 3 Off Rec, 4, Pavilion bldgs, Brighton
HARVEY, HENRY, Falmouth, Builder March 10 at 12 Off Rec, Boscawen st, Truro
HOLT, HENRY, Arundel st, Strand, Solicitor March 9 at 12 Bankruptcy bldgs, Carey st
HORNE, MAUDE LAURA, Seven Sisters' rd, Finsbury Park March 11 at 2 30 Bankruptcy bldgs, Carey st
HUGHES, DAVID, Blaenau Festiniog, Quarryman March 9 at 12 Crypt chmbrs, Eastgate row, Chester
ILDERTON, T G, Cullercoats, Northumberland March 9 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
JOSH. ISAAC, Spalding, Farm Labourer March 18 at 11.40 The Law Courts, Peterborough
KNIGHT, SAMUEL, Richmond March 14 at 11 Bankruptcy bldgs Carey st
KUPER, C V B, Clarges st March 14 at 2.30 Bankruptcy bldgs, Carey st
LANCASTER, FREDERICK CHARLES, Wednesbury, Baker March 10 at 11 Off Rec, Wolverhampton
LANGMORE, W B, Queen st, Cheapside, Solicitor March 15 at 12 Bankrupcty bldgs, Carey st
LEWIN, JACOB, Canonbury, Secondhand Bookseller March 10 at 2 30 Bankruptcy bldgs, Carey st
MERSON, ENOCH, Wrexham, Tailor March 9 at 2 30 Crypt chmbrs, Eastgate row, Chester
NASH, EDMUND JAMES, Canton, Cardiff, Pianoforte Tuner March 10 at 12 117, St Mary st, Cardiff
NATHAN, MARK, Banbury, Oxon, Hardware Merchant March 11 at 12 1, St Aldates, Oxford
NICHOLSON, THOMAS ALFRED, Castle st, Oxford st, Manufacturing Upholsterer March 9 at 11 Bankruptcy bldgs, Carey st
PATMORE, WILLIAM, and JOHN PATMORE, Enfield Lock, Builders March 9 at 12 Off Rec, 14, Bedford row
PICKERING, JOSEPH THOMPSON, Ilford Engineer March 11 at 12 Bankruptcy bldgs, Carey st
PLUMRIDGE, JAMES, High Wycombe, Timber Merchant March 10 at 12 Bankruptcy bldgs, Carey st
ROSSER, JOHN, Llantwit juxta Neath, Glam, Furnaceman March 10 at 12 Off Rec, 31, Alexandra rd, Swansea
SERACINI, GUISEPPE, Birmingham, Ice Cream Merchant March 9 at 11 174, Corporation st, Birmingham
SPENCER, STANLEY, Aberdeen Park, Highbury, Aeronaut March 10 at 11 Bankruptcy bldgs, Carey st
THORNTON, DICK, Barnoldswick, Yorks, Plasterer March 9 at 3 Off Rec, 29, Tyrrel st, Bradford
TIBBDOM, BENJAMIN, Bedford, Confectioner March 9 at 12.30 Off Rec, Bridge st, Northampton
TURNER, WILLIAM POPE, and MATTHEW TURNER, Bilston, Staffs, Pottery Manufacturers March 10 at 11.30 Off Rec, Wolverhampton
WHITE, WILLIAM, Doncaster, Grocer March 10 at 12 30 Off Rec, Figtree ln, Sheffield
WILLIAMS, WALTER, and REUBEN WILLIAMS, Caergwrle, Hope, Flint, Builders March 9 at 3 Crypt chmbrs Eastgate row, Chester
WILLS, JOSEPH, Carnarvon, Coach Painter March 3.30 Crypt chmbrs, Eastgate row, Chester

ADJUDICATIONS.

ANDREWS, HENRY WILLIAM, Saltley, Birmingham, Brass Finisher Birmingham Pet Feb 25 Ord Feb 25
ARBER, WILLIAM HENRY, Sackville st, Piccadilly, Architect High Court Pet Dec 3 Ord Feb 25
BALDWIN, SAMUEL, Thurlby, Lincs, Farmer Peterborough Pet Feb 26 Ord Feb 26
BARRELL, GEORGE HENRY, Belvedere, Clerk Rochester Pet Feb 25 Ord Feb 25
BATE, ISAAC, Walsall, Bridle Cutter Walsall Pet Feb 25 Ord Feb 25
BOLTON, JOHN PRITCHARD, Doddinghurst, Essex, Farmer Chelmsford Pet Feb 20 Ord Feb 26
BOWER, WILLIAM HENRY, Nelson, Lancs Burnley Pet Feb 25 Ord Feb 25
CANNING, PHILIP STONEHAM, Leighton Buzzard, Beds Chemist Luton Pet Feb 26 Ord Feb 26
CANNON, GEORGE, Oldham, Gardener Oldham Pet Feb 26 Ord Feb 26
CLARKSON, THOMAS WILLIAM, Staines, Fishmonger Kingston, Surrey Pet Feb 19 Ord Feb 27
COLLINS, WILLIAM ION, Knowle, Bristol Bristol Pet Feb 16 Ord Feb 27
CROSS, SOLOMAN HAWORTH, Heysham, Morecambe, Plumber Preston Pet Feb 12 Ord Feb 27
CURR, DAVID, Stretford, Lancs, Merchant Salford Pet Feb 25 Ord Feb 25
DOWNES, JESSE, Pontymister, Mon, Licensed Victualler Newport, Mon Pet Feb 23 Ord Feb 25

EVANS, WILLIAM, Cardiff, Stockbroker Cardiff Pet Jan 7 Ord Feb 26
FALKMAN, JOSEPH, Abertillery Tredegar Pet Feb 27 Ord Feb 27
FISHBURN, JAMES, Thornaby on Tees, Skilled Labourer Stockton on Tees Pet Feb 26 Ord Feb 26
GOODWIN, WILLIAM, Mincing ln, Merchant High Court Pet Feb 25 Ord Feb 25
HARMER, JAMES DORKIN, Windsor, Chemist Windsor Pet Feb 26 Ord Feb 26
HARVEY, JAMES ROBERT, Mutford, Suffolk, Gt Yarmouth Pet Feb 27 Ord Feb 27
HAZLEWOOD, HARRY, Wolverhampton, Confectioner Wolverhampton Pet Feb 26 Ord Feb 26
HOOD, FRANKLIN, and JAMES KAY, Leicester, Engineers Leicester Pet Feb 27 Ord Feb 27
JONES, CATHERINE ANN, Brynmawr, Brecon, Draper Tredegar Pet Feb 26 Ord Feb 26
KING, JOHN, Bideford, Devon High Court Pet Dec 15 Ord Feb 24
KUPER, CHARLES VICTOR BREMER, Clarges st High Court Pet Jan 22 Ord Feb 27
LANCASTER, FREDERICK CHARLES, Wednesbury, Baker Walsall Pet Feb 4 Ord Feb 25
MARTINDALE, BENJAMIN, Ulverston, Grocer Barrow in Furness Pet Feb 16 Ord Feb 25
MASSEY, SAMUEL ASHTON, Higher Broughton, Lancs, Carver Salford Pet Feb 26 Ord Feb 26
MEDCALF, DANIEL, Leyton, Essex, Solicitor High Court Pet Aug 24 Ord Feb 24
NEARY, JAMES ERNEST ALBERT, East Dulwich, Clerk High Court Pet Feb 26 Ord Feb 26
PALMER, WILLIAM HENRY EYRE HOLLINGWORTH, Suffolk st, Pall Mall High Court Pet Jan 20 Ord Feb 27
PICKERING, JOSEPH THOMPSON, Ilford, Essex, Engineer High Court Pet Feb 25 Ord Feb 25
PRATT, JAMES ROBERT EDWARD, Balham, Builders Material Merchant Wandsworth Pet Feb 2 Ord Feb 25
REES, DAVID, Spennybridge, Brecknock, Contractor Myrthyr Tydfil Pet Feb 26 Ord Feb 26
REEVES, JOHN AUGUSTUS, Bethersden, Kent, Grocer Canterbury Pet Feb 1 Ord Feb 24
STEVENSON, CHARLES ANTHONY, Wroxham, Norfolk, Blacksmith Norwich Pet Feb 27 Ord Feb 27
THOMAS, TOM, Wanswell, nr Berkeley Gloucester Pet Feb 27 Ord Feb 27
TIDSDALE, THOMAS, Birmingham, Butcher Birmingham Pet Feb 26 Ord Feb 26
WALKER, MARGARET, Bolton le Sands, Lancs Preston Pet Feb 1 Ord Feb 29
WESTBY, JOSEPH WATKINSON, Bedford, Rustic House Builder Bedford Pet Feb 27 Ord Feb 27
WILLIS, BASIL LYTE, Camberwell, Distiller High Court Pet Feb 19 Ord Feb 26

ADJUDICATION ANNULLED.

BRENNAHAN, WILLIAM, Anerley, Surrey, Retired Civil Servant Croydon Adjud Nov 12, 1895 Annul Feb 16